

Senate Armed Services Committee
Contracting in a Counterinsurgency: An Examination of the Blackwater-Paravant
Contract and the Need for Oversight

Index of Documents

1. June 23, 2009 memorandum from then-Major General Richard Formica regarding Army investigation of May 5, 2009 shooting.
2. May 11, 2009 email from then-Paravant Director Hugh Middleton forwarding attached talking points for use by Blackwater-Senior Vice President's Jim Sierawski meeting with Raytheon.
3. December 10, 2008 memo from Paravant Program Manager Johnnie Walker to Paravant Vice President Brian McCracken on December 9, 2008 shooting
4. December 10, 2008 email Raytheon staff Rhoda Schanick to other Raytheon staff and to Steven Ograyensek, Army Contracting Officer, attaching "Incident Investigation Report" of December 9, 2008 shooting.
5. November 19, 2008 email from Blackwater Vice President for International Training and Operations Jeff Gibson to Paravant Vice President Brian McCracken and following email chain regarding expected investigation into Blackwater accountability.
6. November 6, 2008 email from Paravant Vice President Brian McCracken to Michael Bennett regarding lack of authority to carry weapons.
7. November 26, 2008 email from Michael Bush to Blackwater Afghanistan country manager Ricky Chambers and associated email chain regarding weapons from Bunker 22.
8. November 19, 2009 letter from General David Petraeus to Chairman Levin regarding lack of authority for contractors to use weapons from Bunker 22.
9. January 14, 2010 letter from counsel for Xe, Eric Cottrell, Mayer Brown LLP to Ilona Cohen, SASC staff relating to Blackwater acquisition of weapons from Bunker 22.
10. January 8, 2010 "Summary of SASC Information Requested," prepared by CSTC-A, regarding purpose of weapons stored at Bunker 22 and Blackwater weapons receipts.
11. December 7, 2008 memo from Paravant Program Manager Johnnie Walker to Blackwater armorer Jerry D. ("JD") Stratton relating to issuance of 23 AK-47s to Paravant.
12. June 2, 2009 email from Blackwater armorer Jerry Stratton to senior Blackwater manager in Afghanistan Mike Bush and associated email regarding weapons returned to Bunker 22.

13. Relevant portions quoted in Chairman Carl Levin's statement for the record
14. February 4, 2010 letter from counsel for Xe, Eric Cottrell, Mayer Brown LLP to Ilona Cohen, SASC staff relating to Blackwater employee "Eric Cartman" or "Eric Carjman."
15. February 20, 2010 letter from counsel for Xe, Eric Cottrell, Mayer Brown LLP to Chairman Levin regarding status of weapons acquired from Bunker 22.
16. February 19, 2010 CWO4 Gregory Sailer response to SASC questions relating to Blackwater acquisition of weapons from Bunker 22.
17. Relevant portions quoted in Chairman Carl Levin's statement for the record
18. September 22, 2006 memo from Blackwater personnel Victor Esposito to Mark Peddy regarding termination of Sebastian Kucharski from program
19. May 20, 2009 Do Not Use (DNU) Recommendation form for former Paravant Program Manager Johnnie Walker signed by current Paravant Director Hugh Middleton
20. June 9, 2009 Show Cause Notice from Raytheon to Paravant
21. June 15, 2009 Paravant response to Raytheon Show Cause Notice
22. July 2, 2009 Raytheon interim reply to Blackwater letter regarding show cause notice.
23. February 12, 2009 email exchange between COL Peter Merriman and LTC Brian Redmon regarding authority over Paravant contractor personnel.
24. May 5, 2009 email from ParavantAWPM (current Paravant Program Manager Tom Adams) to Alexis Smith, Paravant regarding termination of Paravant personnel.
25. July 10, 2009 memorandum from Brigadier Neil Baverstock, GBR for CG CSTC-A regarding contractor oversight.
26. December 3, 2008 email from then-Raytheon Program Manager William Rebarick to PEO STRI staff Dave Christensen et al regarding Paravant personnel having to surrender their weapons.
27. January 7, 2009 email chain forwarding Colonel Bradley Wakefield's response to PEO STRI staff Linda Comfort regarding authority for Paravant personnel to carry weapons.
28. Relevant portions quoted in Chairman Carl Levin's statement for the record
29. July 3, 2008 Blackwater Contractor Past Performance Evaluation

30. July 28, 2009 letter from Army Contracting Officer Steven Ograyensek at PEO STRI to Raytheon Director of Contracts Kent Wong regarding lack of authority for Paravant personnel to carry weapons.
31. Workers Compensation Report of Paravant contractor injured on December 9, 2008
 - A. Relevant portions quoted in Chairman Carl Levin's statement for the record
 - B. Chart Tracking Blackwater AK-47 from Bunker 22

TAB 1



DEPARTMENT OF DEFENSE
COMBINED SECURITY TRANSITION COMMAND - AFGHANISTAN
OPERATION ENDURING FREEDOM
KABUL, AFGHANISTAN
APO AE 09356

REPLY TO
ATTENTION OF

23 June 07

CSTC-A-CG

MEMORANDUM THRU Brigadier General Neil Baverstock, CG, Combined Training Advisory Group, Camp Eggers, Afghanistan, APO AE 09356

FOR Commander, Camp Alamo, LTC Brian C. Redmon, Camp Alamo, Afghanistan, APO AE 09356

SUBJECT: Contractor Oversight

1. I have reviewed the AR 15-6 investigation concerning a May 2009 incident in which contractors employed by Paravant LLC wrecked a vehicle and fired weapons, killing and injuring innocent Afghan civilians. It appears that the contractors violated alcohol consumption policies, were not authorized to possess weapons, violated use of force rules, and violated movement control policies.
2. The 15-6 investigation has raised serious issues concerning an apparent lack of contractor oversight.
3. I direct that you review your policies to ensure that prohibitions against alcohol consumption are enforced at Camp Alamo; that systems are in place to enforce contractors not authorized to carry weapons; and movement control policies are followed, and that you ensure all standards of conduct are enforced at Camp Alamo.
4. Provide a status report on this matter in 14 calendar days from the date of this letter.

cc: CG, CJTF Phoenix

RICHARD P. FORMICA
Major General, US Army
Commanding

RAY_SEN_190627

TAB 2

From: Hugh Middleton [REDACTED]
Sent: Monday, May 11, 2009 8:42 AM
To: David Hammond [REDACTED]
Subject: FW: Agenda HOT HOT HOT
Attach: Agenda 3.docx

David,
Here are Ski's talking points for his meeting with Raytheon today.

Hugh

Hugh Middleton
Paravant Program Director

[REDACTED]

From: John LaDelfa
Sent: Monday, May 11, 2009 1:46 AM
To: Jim Sierawski; Hugh Middleton
Subject: RE: Agenda HOT HOT HOT
Importance: High

Ski, Hugh,
Here are my modifications.
I made some changes added some stuff and deleted some stuff. Some deletes were made due to the investigation.
Some were just disconnects between the 3 of us based on who received email from Bill and who received emails from Brain.
Having said that I believe this covers all the points.
Please let me know how the meeting goes with Jennifer.
Thanks,
John

From: Jim Sierawski
Sent: Sun 5/10/2009 5:19 PM
To: John LaDelfa; Hugh Middleton
Subject: Agenda

<<Agenda.docx>> John Hugh

Attached are my notes I will use when talking to Jennifer Joy. Please review and let me know your thoughts.

Agenda

1. Three main issues
 - a. The working relationship between Paravant and Raytheon.
 - b. The incident.
 - c. L.O.A.
2. Working relationship between Paravant and Raytheon.
 - i. We want to provide you with the best management practices possible
 1. First step replacing Johnny Walker
 2. John L. notified Bill Rebarick we were going to replace Johnny when he visited Orlando
 3. Brian, Bill, Dave Rogers and Johnny goes out drinking
 - a. A drunken Johnny calls Hugh and says all the Training Teams are leaving because he is being fired.
 4. We get an email from Bill R. stating the Army is a very unhappy customer because we are replacing Johnny. We actually did get the initial email from Bill (Bill cc'd J Joy as well as Rich Otton on this email).
 5. We then began receiving emails from Brian.
 6. A few days later we get an email from Brian M stating he is giving us one more chance to keep this contract. Brian insinuates that if Johnnie does not stay we will lose the contract. Also in this email he does not want to talk to our designated program director he wants to go straight to the VP to discuss keeping Johnny in country.
 7. In a phone conversation with John L. Brian states that he will give the contract to NEK if we don't keep Johnnie on the ground and do a transition with the new PM. John L. agrees to keep Johnnie until a replacement is found and suggests 2 weeks but Brian insists that Johnnie must stay for 30 days.
 - b. Concern; how we, the Raytheon Parvant team, are working together in country.
 - i. Our termination policies have the employee or in this case the IC leaving the country the day he gets notified and our plan was to notify him in person. Hugh and the new PM Tom Adams were on a scheduled flight but Johnnie was already notified after the arrival of the Raytheon Team. For Key personnel our SOP is to do a full transition/handover from one PM to the other. The transition between Johnnie and Tom Adams is complete now and there is absolutely no reason for Johnnie to stay any longer. In fact his presence is breeding confusion and is highly detrimental to morale and the performance of the teams, it's not good for our customer, other ICs or the end user.

ii. In this case Johnny was notified before we had a chance to exercise our policy. After he became aware of his termination we became reactive to the emails from Raytheon. Making us decide we better keep Johnny in country for another 30 days, going against our policy and what we think was best.

- c. Conclusion: I believe these events were the results of a relationship between Brian and Johnny. As the Director of Paravant, Brian hired Johnnie. Johnnie's inability to set the appropriate example and lack of management skills has resulted in an environment with no regard for policies, rules or adherence to regulations in country. (case in point – alcohol consumption). New leadership came into Paravant, and we believed we could provide a much better service to our customer and needed a PM that will follow and enforce our procedures. This means replacing Johnnie Walker.
- d. Once notified that he would be replaced, I believe Johnnie went to Brian and asked him to intervene - resulting in Brian forcing us to keep Johnnie in country.
- e. Moving forward we will continue to keep Raytheon informed of changes in Key Personnel but we can not be tied to personnel that are not up to the task in leadership or in management of our programs.
- f. What is our notification responsibility to Raytheon? And Raytheon needs to understand our policies and how we enforce them.
- g. I believe Brian M and Bill R were outside their boundaries by interfering with our termination policies and the blackmail-ish emails forcing us to keep Johnnie longer than we wanted.

3. Incident

- a. On-going and we are cooperating fully with investigators.
- b. Once investigators are done with witnesses we would send them home. Johnnie is also involved in this incident and cannot leave until the investigation is complete. When investigation is complete we want to send Johnnie home. Does Raytheon have any objections?
- c. Brian's response to incident was very unprofessional telling the new PM he better not buy a house. Insinuating we will not be here much longer. All the ICs involved in this incident were hired by Brian.
- d. Johnnie was part of the incident. He failed to comply with standard notification of incidents to the Army and in complete disregard for the established chain of command failed to notify the new PM or any in country Xe / USTC leadership. Again, his continued presence here led to a situation where the individuals involved in the accident called Johnnie rather than calling the actual PM Tom Adams. Went to the scene of the incident

4. LOA.

- a. Brian was aware as the head of Paravant that they did not have an LOA and seemed unconcerned about it when he transitioned out of Paravant.**
- b. Brian was asked by John L. in March about the LOA and stated that he would work on it as the new Raytheon In country manager.**
- c. During our visit to Orlando we asked about the LOA and Bill was aware of it and said he would work on it.**
- d. Bill also asked us for new ROMs for continued and future opportunities and specifically requested that we include the cost of weapons in our pricing.**
- e. In country, Brian as the Raytheon Rep, and fully aware that we did not have an LOA, questioned the new PM and Hugh if they had an LOA and if not why were they carrying weapons.**
- f. We have taken action to secure all weapons formerly carried by Paravant and will hold them until the LOA issue is rectified by Raytheon.**
- g. Raytheon needs to fix this as some of our training elements do travel outside the FOBs and the US Army does not always accompany them to provide security.**

10 December 2008

From: Johnnie Walker, Program Manager Afghanistan
 To: Brian McCracken, VP Paravant
 Subj: INCIDENT REPORT ACCIDENTAL DISCHARGE OF A WEAPON

1. **BACKGROUND:** On 09 Dec 2008 at approximately 1530 we (Johnnie Walker/Jose Trevino) received a phone call from the Tactical Operations Center (TOC) Blackwater International Operations stating that Russell Cannon (Team Leader, Team 5 Camp Dubbs) was attempting to get in touch with us. We immediately contacted Russell Cannon and he stated that there had been an incident during a live fire evolution and that a team member had been injured. He then stated that the individual< Sonny Stillitano, was being MEDEVAC to the French hospital near Camp Warehouse (French base located adjacent to KMTC). We contacted the PM at the Blackwater House and requested he coordinate operation at the MEDEVAC area. Jose and I were already on the road returning from Camp Phoenix and diverted our route to Camp Dubbs. We arrived at Camp Dubbs at 1624 and immediately requested that all members of Team 5 write a statement beginning from when they woke up that morning until the present time. While they were writing those statements Jose and I observed the vehicle involved in the incident. Returning to the Team 5 barracks we collected the statements and discussed the situation with the team members present. 5 members of the team had traveled/escorted with Sonny Stillitano as requested by the French Medical team that preformed the initial assessment on Sonny. Sonny was transported to the French Medical facility Kabul for further evaluation. I received a call from C1, Blackwater House that Sonny had arrived, been assessed and was scheduled for transport to Baghram for further evaluation. Jose and I secured the keys to the vehicle involved in the incident, collected all weapons, magazines and ammo from the remaining members of Team 5 and informed them that they were not to discuss any of the day's events with anyone. I then met with MAJ McReynolds from the Embedded Training Team (ETT) who have been working closely with Team 5 during the past 3 weeks. He informed me that he had been assigned as a point of contact between Senior US Army Command Camp Dubbs and Paravant. He requested that we provide a copy of our investigation report upon completion. Next I informed Russell Cannon that he was relieved of his duties as Team Leader, Team 5, and that he would be returning to the Blackwater house with Jose and myself. The team members that had escorted Sonny to the Medical facility had also returned to the Blackwater house and were waiting there when we arrived. We then took statements from the remaining team members and completed an accountability check of all sensitive items. Jose and I next escorted the remaining team members to Camp Dubbs and then returned to the Blackwater Team house.

During the above mentioned time frame we were in contact with Paravant headquarters, Blackwater House, CSTC-A, and James Pratt (Team 5 member who volunteered to remain with Sonny throughout the MEDEVAC evolution). Once the decision was made to transfer Sonny to Baghram we contacted Blackwater Air and requested their assistance in the situation. Upon arrival in Baghram Blackwater Air provided James Pratt with a cell phone and a berthing area. We received a call from James Pratt stating that Sonny would be MEDEVAC to Germany the following day but that his neurological signs were improving and that they would reassess the following morning.

2. **Discussion:** Because I was not there during the incident I am providing the signed statements of those Team 5 members that were actually on scene; (See Attachment 1)
3. **10 December 2008:** Jerry Hammerle, Team 6 leader arrived at the Blackwater House as requested, along with other members from Team 1 and 6 as security escorts. Jerry was transported to Camp Dubbs and installed as the new team leader for Team 5. Jose went to the incident scene and took pictures for the report (See attachment 2). I met with the Afghan COL to inform him of the incident and introduce the new Team leader. The COL was very understanding and offered any assistance needed to support our Team effort. At that time we recovered the vehicle involved in the incident drove it to the Blackwater Team House where it is presently located.
4. **Recommendations:** As per your direction Russell Cannon has been removed as a Team leader and terminated from Paravant. James Pratt, who was 2IC, and is escorting Sonny to Germany will be interviewed as to his knowledge of the incident and a determination will be made at that time as to his future with Paravant. Everyone on that Team showed poor judgment by allowing unauthorized training to occur and should share some fault in the incident. Team 5 has performed excellently during their training of the ANA but gave no indication written or verbal that they were going to conduct a live fire vehicle evolution. In fact, there is no curriculum for any live fire vehicle training in our Program of Instruction.
5. **Conclusion:** Russell Cannon conducted unauthorized/unapproved training. During the course of this training he claims to have had a Negligent Discharge which resulted in the injury to Sonny Stillitano. Regardless of whether or not the weapon fired inadvertently, there was no reason to have had the weapon in the position that it was in, especially in relation to other personnel. Immediate action has been taken to eliminate the problem and policy will follow clarifying action for all Paravant contractors. This was an unforeseen incident and procedures and policy will be added to prevent further such incidents from occurring. We as leadership will take measures to guide and protect our IC's.
 - a) An immediate 24 hour safety stand down was initiated where Team Leaders ___ reiterated to their subordinates that only approved training can be conducted.
 - b) Specifically there can be no firing of weapons at any time from or on a vehicle.
 - c) The events of December 9, 2008 were communicated to all Paravant contractors.

McGovern, Richard

From: Rhoda J Schanick [REDACTED]
t: Wednesday, December 10, 2008 7:29 AM
Purser, Frances
Cc: Ograyensek, Steven; Kent C Wong
Subject: Fw: Incident Afghanistan - additional data
Attachments: WTA Incident Investigation Form rev 2008-10-20.docx

Please see attached report.

Rhoda

Rhoda Schanick
Contracts Specialist

Warfighter FOCUS
Raytheon Technical Services Company

[REDACTED]
[REDACTED]
[REDACTED]
Rhoda J Schanick [REDACTED] <<mailto:Rhoda.J.Schanick@raytheon.com>> [REDACTED]



Incident Investigation Report

WTA PRIVATE

Page 1 of 2

Revised 10/2008

Supervisor: NOTIFY MANAGEMENT & EHS IMMEDIATELY OF INCIDENT**1.0 Employee Information**

Name (First, MI, Last) Sonny, J. Stillitano	Employee Number [REDACTED]	Company Paravant	Raytheon Employee. <input type="checkbox"/> SubK <input type="checkbox"/> Other. <input checked="" type="checkbox"/>
Department Name	Job Title		
TSS / WEAPON SYSTEM: W9000KK-07-D-0001 Unit Weapons Training		Location of Incident:	
Length of service: <input checked="" type="checkbox"/> <1 Year <input type="checkbox"/> 1-5 Years <input type="checkbox"/> 6-10 Years <input type="checkbox"/> > 10 Years		Male <input type="checkbox"/> Female <input type="checkbox"/>	
Supervisor Information: Name (First, MI, Last) Brian, C. McCracken		Supervisor Employee Number [REDACTED]	Supervisor Telephone No [REDACTED]

2.0 Incident Information

Type of Incident: <input checked="" type="checkbox"/> Injury <input type="checkbox"/> Incident <input type="checkbox"/> Near Miss <input type="checkbox"/> Environmental Release				
Date of Incident: 12/9/2008	Time of Incident: 1540 Kabul	Day of Week: <input type="checkbox"/> Mon <input checked="" type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thu <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun	Hours worked that day 6	Hours worked that week 14
Time in current job: <input checked="" type="checkbox"/> <6 mo. <input type="checkbox"/> 6 mo. - 1 yr. <input type="checkbox"/> 1 - 5 yrs. <input type="checkbox"/> > 5 yrs.				
Body Part Injured: Brain/Head	Type Injury: (Laceration, Sprain, Fracture) Gunshot wound, bullet fragment	<input checked="" type="checkbox"/> 1st-Aid <input checked="" type="checkbox"/> Medical treatment <input checked="" type="checkbox"/> Lost Work Day <input checked="" type="checkbox"/> Restricted Duty/Job Transfer <input type="checkbox"/> Death		
Witness Names:	1. Christopher Kronovich	2. Russell Cannon	3. Jesse Neukirchner	
Was performing normal job duties: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If not, explain:		

Supervisor: Investigate the facts and physical conditions or site of the incident with the employee, complete remainder of form, keep a copy for your file and forward signed copy to WTA Environmental Health & Safety Office within 5 calendar days.

3.0 Based on Results of the Incident Investigation, Describe the Facts of What Happened: (Be specific regarding what, when, where, and how the incident occurred) - Remember - Fact Finding, Not Fault Finding

Members of the training team at Camp Dubbs near Afghanistan were conducting routine training. No Afghan students were present as they were on the Eid Holiday. Training consisted of vehicle tire changing, vehicle towing, vehicle abandonment, AK-47 qualification and sidearm qualification. During a "Range Cold" period, an instructor, Russell Cannon was holding an AK-47 rifle. He placed it on the roof of a vehicle and the weapon discharged without his intention. The bullet passed through the roof of the vehicle where it fragmented. A bullet fragment lodged in Sonny Stillitano's head. Mr. Stillitano was stunned but conscious. He was transported by assigned range medical personnel to the CSH at Camp Dubbs in approximately 3 minutes. He was transported to Bagram Air Force base for further treatment. After undergoing successful surgery to remove swelling and clotting he was resting and was being prepared for transport to Landstuhl, Germany.

Incident Investigation Cause Analysis: After the facts of the investigation are known, review this list and check all immediate Causes that apply to or impacted the incident. Use this information to develop effective corrective actions.

4.0 Immediate and contributing causes as identified in investigation. (Check all that you feel may apply.)

Behaviors	Conditions
<input checked="" type="checkbox"/> Operating equipment improperly or without authority	<input type="checkbox"/> Inadequate warning system
<input type="checkbox"/> Failure to secure or lockout	<input type="checkbox"/> Inadequate or improper PPE
<input type="checkbox"/> Defeating or removing safety devices	<input type="checkbox"/> Fire or explosion hazards
<input type="checkbox"/> Using defective or improper tools/equipment	<input type="checkbox"/> Exposure to noise
<input type="checkbox"/> Improper use of equipment	<input type="checkbox"/> Ionizing/Non-ionizing energy exposure
<input type="checkbox"/> Improper use of, or failure to use PPE	<input type="checkbox"/> Temperature extremes
<input type="checkbox"/> Improper lifting	<input type="checkbox"/> Repetitive task exposures (Poor ergonomics design of task/tool/equipment)
<input type="checkbox"/> Improper loading	<input type="checkbox"/> Inadequate illumination
<input type="checkbox"/> Improper position for task	<input type="checkbox"/> Inadequate ventilation
<input type="checkbox"/> Horseplay	<input type="checkbox"/> Inadequate training/skills/ability for task
<input type="checkbox"/> Took shortcut	<input type="checkbox"/> Congestion or restricted motion activity
<input type="checkbox"/> Other's action or inaction resulted in the injury	<input type="checkbox"/> Poor housekeeping, disorderly work area
<input type="checkbox"/> Vehicle Operation	<input type="checkbox"/> Defective tools, materials or equipment
<input checked="" type="checkbox"/> Improper Technique	<input type="checkbox"/> Inadequate guards or barriers in place
<input type="checkbox"/> Other factors not listed in Behaviors or Conditions:	<input type="checkbox"/> Hazardous environment: gas, dust, fumes, etc.
	<input type="checkbox"/> Physical layout
	<input type="checkbox"/> Weather related

5.0 Determination of Root Cause factors. (Check all that you feel may apply.)**Hazard**

- ☐ The hazard was not recognized.
☐ The hazard was not fully understood.

Planning/Procedures

- ☐ Sufficient job safety planning was not conducted.
☐ Policies/procedures did not adequately address known hazards.
☒ Policies/procedures/plans were not followed.

Communication

- ☐ Communication between employees was not adequate.
☐ Communication between supervision & employees was not adequate.
☐ Inadequate communication about similar past experiences.

Ergonomics

- ☐ Sustained or awkward working postures.
☐ Sustained or awkward grasp.
☐ Poorly designed tool, material, or equipment.
☐ Poorly designed task, method, or process.
☐ Poorly designed workstation.
☐ Repetitive or forceful exertions: upper body.
☐ Repetitive or forceful exertions: lower body.
☐ Repetitive or awkward motion (i.e., crank)
☐ External trauma, mechanical/contact stress.
☐ External to vibration and/or torque.

Training

- ☐ Job safety training was not adequate for the work being performed.
☐ Safety training did not address all hazards.
☒ Safety training not followed.

Facilities/Equipment/Tools

- ☐ Inadequate facility constructed.
☐ Improper facility maintenance.
☐ Inappropriate equipment used for the job.
☐ Improperly built or maintained equipment.

Management

- ☐ Personnel assigned to the work activity were not qualified.
☐ Management was not aware of hazards.
☐ Schedule or cost priorities implied.
☐ Safety training principles not enforced.

Conditions outside control of employee

- ☐ Third party, vendor or contractor
☐ Other

6.0 Leadership Acknowledgement

Leader's Name: (Please Type)
 Brian McCracken

Telephone:
 [REDACTED]

Signature:

Date:
 12/8/08

Comment Section:

The person who had the accidental discharge acknowledged responsibility. The accident occurred during a normal training evolution and normal range safety procedures were in place at the time of the accident.

7.0 Corrective Actions to be implemented and tracked by Manager:

(Leadership to complete, identifying Responsible Person(s) and Target Completion Date(s).)

Process Corrective Action Needed	Person(s) Responsible	Target Date	Date Completed
<i>Planning/Procedures</i> Live Fire range operations will be conducted with only 6 lanes.	All Team Leaders	Immediate	Ongoing
<i>Communication</i> All employees have been informed of the incident	John Walker Brian McCracken	12/09/08	
<i>Training</i> Program manager review every team's range safety procedures.	John Walker	12/24/08	
<i>Facilities/Equipment/Tools:</i>			
<i>Discipline</i> Russell Cannon has been relieved of duty and is being terminated for cause.	Brian McCracken	12/08/08	12/08/08

From: Jeff Gibson
Sent: Wednesday, November 19, 2008 12:53 PM
To: Brian McCracken [Redacted]
Subject: RE: Update

Are you in? There are alternatives - - I think.

From: bmccracken [Redacted]
Sent: Wednesday, November 19, 2008 11:51 AM
To: Jeff Gibson
Subject: Fwd: Update

Jeff-
 Can we talk about this?

-----Original Message-----

From: Jose Trevino [Redacted]
Sent: Wednesday, November 19, 2008 11:42 AM
To: bmccracken [Redacted]
Subject: Re: Update

They are expecting an investigation into Blackwater accountability in Iraq resulting from a law suite, and fear it will impact Blackwater accountability procedures in Afghanistan. These weapons belong to a title 10 contract not associated with Paravant, therefore they want these weapons in the safe not on loan to Paravant.

This is the latest with regards to Bobby intimidating his team, he speaks as if Brian is on his side no matter what anyone says, this from Jim Pratt.

Hello Jose'

I am not sure if you are aware but for the last hour Russ and I have been receiving constant calls from Bobby. Russ did answer one of Bobby's calls. He states he has talked with Brain, and told us if we (as a team) do not band together to resolve this issue, Brain will fire this team.

Kind regards,
 Jim

From: "bmccracken" [Redacted]
To: Jose Trevino [Redacted]
Sent: Wednesday, November 19, 2008 9:47:42 AM
Subject: Re: Update

why do they want the weapons back?
 what is the deal with robes

-----Original Message-----

From: Jose Trevino [Redacted]
Sent: Wednesday, November 19, 2008 09:33 AM
To: bmccracken [Redacted]
Cc: jwalker [Redacted]
Subject: Update

Good morning Mr McCracken,

I spoke with CT and he mentioned that we must turn in all weapons ASAP. He was writing an email to you as we spoke, he said he would copy me but I did not receive the email. Standing by to see what happens but I am prepared to round up all weapons and turn them in, I guess we should get weapons issued by the Army?

I am working a melt down with the Dubbs team. I traveled there this afternoon to bring Bobby back to BW house for a debrief, I only got one side of the story, I plan to be at Dubbs first thing in the morning tomorrow to talk to the rest of the team. I took this approach because I was called by his second in command stating that BR was not in control and that the Paravant name was at stake. I will get to the bottom of this tomorrow and handle it.

The last of class three arrived with class four following close behind.

Received a call from Lt. Steven Woodrich, the artillery training officer at Camp Phoenix, sounds like he is ready to start training, I introduced Gerry Hammerle and Mike Syskowski our mortar man to Lt Woodrich. Major Grubbs was also present and they requested a complete list of Paravant instructors and staff that are in country. I informed them that we are not all here yet, and that we will deliver when all of our personnel are in place.

Two trucks were ready for delivery in Kandahar today, it should have happened but I did not hear from Sealey. Will find out in the morning.

On standby,
Jose'

-----Original Message-----

From: bmccracken [Redacted]
Sent: Thursday, November 6, 2008 09:59 AM
To: 'Bennett, Michael T Mr ARMY GUEST USA USAASC'
Cc: mbennett01 [Redacted]
Subject: Re: Phone Number

Will dp. I got sidearms for everyone. 9mm Sigma's and holsters. We have not yet received formal permission from the Army to carry weapons yet but I will take my chances. Pass the word. I will try to get out there in the morning with Bobby.

-----Original Message-----

From: Bennett, Michael T Mr ARMY GUEST USA USAASC [Redacted]
Sent: Thursday, November 6, 2008 09:21 AM
To: bmccracken [Redacted]
Cc: sealeydd [Redacted], karlnewman [Redacted], waymon [Redacted], 'Walker, John', 'Smith, Alexis'
Subject: Re: Phone Number

☒ ALCON, Please contact me utilizing my private email account. I did not realize how slow and cumbersome AKO is. My email account is [Redacted] Respectfully, Michael Bennett --- [Redacted]

[Redacted]

From: Michael Bush
Sent: Wednesday, November 26, 2008 8:19 AM
To: Ricky Chambers; [Redacted] Brett Perry
Subject: RE: Weps for Paravant from CNTU contract

Thanks dude...nice job

Just a side bar, who in the USMIL says these guys do not need arming agreements? Are you saying as long as we are good with the Afghans, that the US Mil will be good with it too. IF that is the case, GREAT....but who is saying this? And we would need this in writing? I was under the impression that any US citizen operating under a USG Contract in a foreign theater carrying a weapon needs authorization

MIKE

From: Ricky Chambers; [Redacted]
Sent: Wednesday, November 26, 2008 8:09 AM
To: Jeff Gibson; Brian McCracken
Cc: Michael Bush
Subject: RE: Weps for Paravant from CNTU contract

Thanks Jeff! We spoke with the UN Advisor to the MOI registration process and in very good standing as we wait for the permanent MOI license. At that time we will get official weapons cards for all BWW entities in country. For now we have given Paravant a copy of the current MOI License to put in their vehicles. CTout!

R Chambers/CT
Remember Life is Good

Subject: RE: Weps for Paravant from CNTU contract
Date: Wed, 26 Nov 2008 07:28:12 -0500
From: jgibson; [Redacted]
To: [Redacted] Ricky Chambers; [Redacted] bmccracken; [Redacted]
CC: mbush; [Redacted]

I confirmed with Andy that Paravant is a legal subsidiary under EPI (aka Blackwater Worldwide). So, it is fine to apply for weapons cards for the Paravant guys under our temporary MOI license. Eventually, we will need to provide Warduk and the MOI with a letter outlining all of our entities under Blackwater Worldwide. I doubt they take issue since it only means more licensing revenue for them.

Thanks,
Jeff

From: Ricky Chambers; [Redacted]
Sent: Wednesday, November 26, 2008 7:03 AM
To: Brian McCracken
Cc: Jeff Gibson; Michael Bush
Subject: RE: Weps for Paravant from CNTU contract

John, Jose, Brett, JD and myself all met today. We are going to continue with the recall of all Title 10 pistols and issue rifles from bunker 22 for now. More later. CTout!

R Chambers/CT
Remember Life Is Good

From: bmccracken [Redacted]
To: Ricky Chambers [Redacted]; bmccracken [Redacted]
CC: jgibson [Redacted]; mbush@ [Redacted]
Date: Tue, 25 Nov 2008 19:14:21 +0000
Subject: Re: Weps for Paravant from CNTU contract

Sounds good. Keep Johnny in the loop.

-----Original Message-----
From: Ricky Chambers [Redacted]
Sent: Tuesday, November 25, 2008 11:33 AM
To: 'Brian McCracken' [Redacted]
Cc: jgibson [Redacted]; mbush [Redacted]
Subject: RE: Weps for Paravant from CNTU contract

Hey Brian! Our bunker 22 connection comes back from leave within the week. There is a possibility that we can request pistols and maybe he can supply us with the military standard Berretta 9mm for Paravant. If this is the case we will acquire the weapons as usual and list with MOI for registration against our license as weapons being used on a BW DOD training project for ANA. This will be the better course of action. So I will wait 7-10 days. If it doesn't happen I with John/Jose will approach Col Wakefield with the idea of just getting his concurrence for BW as custodian of CSTC-A weapons to issue to Paravant. CTout!

R Chambers/CT
Remember Life is Good

From: bmccracken [Redacted]
To: Ricky Chambers [Redacted]; bmccracken [Redacted]
CC: jgibson [Redacted]; mbush [Redacted]
Date: Tue, 25 Nov 2008 15:19:14 +0000
Subject: Re: Weps for Paravant from CNTU contract

Let's give it a try. Do you want to broach the subject with him then?

-----Original Message-----
From: Ricky Chambers [Redacted]
Sent: Tuesday, November 25, 2008 09:56 AM
To: 'Brian McCracken' [Redacted]
Cc: jgibson [Redacted]; mbush [Redacted]
Subject: RE: Weps for Paravant from CNTU contract

Roger I just replied back to Mike and he mentioned he would be meeting with you. If you were to ask me about my take on Col Wakefield regarding the Title 10 weapons situation, because I know him as well from meetings at CSTC-A when he was present at ABP training briefs. I would say he may ask to many questions and actually shy away from wanting to attempt to sign for or find out about signing for CN weapons over to an ANA training project. The question really to ask him is would he have a problem with the Paravant IC's using Title 10 weapons from BW's CN training program while they are conducting training of the ANA on the base. Explain to him that BW is the custodian of the Title 10 weapons signed over from CSTC-A for ABP. If we can get an e-mail exchange to that affect it would be good enough. We don't want to magnify the issue. The Paravant IC's will need to really maintain discipline during their time in Afghanistan and certainly while travelling/transiting by vehicle within Kabul/Afghanistan, etc. I will meet with John and Jose tomorrow at

1100 to go over these issues.

Mike your input please. CTout!

R Chambers/CT
Remember Life is Good

Subject: RE: Weps for Paravant from CNTU contract

Date: Tue, 25 Nov 2008 09:30:00 -0500

From: bmccracken [Redacted]

To: Ricky Chambers [Redacted] jgibson [Redacted]

I won't talk to COL Wakefield until I hear the backstory from Mike Bush. I have not received that yet.

From: Ricky Chambers [Redacted]

Sent: Tuesday, November 25, 2008 9:25 AM

To: Michael Bush

Cc: Brian McCracken; Brian McCracken

Subject: RE: Weps for Paravant from CNTU contract

Mike I will try reaching out to John Walker to further discuss where Paravant is with getting written authority from Col Wakefield to use Title 10 CN weapons for an ANA training project. We are here to assist but we need to get support from CSTC-A/Col Wakefield on this issue. Keep in mind bunker 22 weapons is a relationship we have as a stop gap for now. Paravant should not approach the bunker 22 issue with Wakefield. All of our weapons are declared to MOI and on our current license.

Brian I am meeting with Jose and John tomorrow at 1100 to update on the weapons issue.

R Chambers/CT
Remember Life is Good

> Subject: Fw: Weps for Paravant from CNTU contract

> Date: Tue, 25 Nov 2008 07:07:33 -0500

> From: mbush [Redacted]

> To: Ricky Chambers [Redacted]

>

>

>

> -----Original Message-----

> From: Jeff Gibson

> To: Michael Bush

> CC: Brian McCracken

> Sent: Mon Nov 24 22:25:49 2008

> Subject: Weps for Paravant from CNTU contract

>

> Mike,

> Can you double check with CT that he understands the plan for transferring the Title 10 weapons from CNTU to ANA Weapons via CSTC-A?

>

> Johnny Walker mentioned that it appears that not everyone on the ground (e.g. CT and JD) is aware of

our intentions. There might have been a time delay before CT got the message but it's worth double checking.

>

> Also, do we have any kevlar helmets for Paravant. I told Brian probably not but you will know better.

>

> Thanks,

> Jeff



UNITED STATES CENTRAL COMMAND
OFFICE OF THE COMMANDER
7115 SOUTH BOUNDARY BOULEVARD
MACDILL AIR FORCE BASE, FLORIDA 33621-5101

19 November 2009

The Honorable Carl Levin
Chairman
Committee on Armed Services
United States Senate
Room SR-228 Russell Senate Office Building
Washington, DC 20510

Dear Mr. Chairman,

Thank you for your letter regarding weapons from 22 Bunkers in Afghanistan. U.S. Central Command continues to actively work with the Department of Defense as it supports your inquiry into the role of armed contractors in Afghanistan and Iraq. Working in conjunction with Major General Richard Formica, we have provided detailed responses to your questions in the attached request for information.

22 Bunkers is an Afghan National Ammunition and Supply Depot facility run by the Ministry of Defense (MoD). The facility is used to store ammunition for both the Afghan National Police and the Army. Additionally the Police store all of their depot level stock of weapons prior to issue to subordinate units. As part of the Combined Security Transition Command-Afghanistan (CSTC-A) Logistic Embedded Training Team, ten U.S. service members mentor the Afghans in daily operational requirements and facility management. The CSTC-A Logistics Directorate also provides policy, programming, and staff oversight assistance. There is no current or past written policy, order, directive, or instruction that allows U.S. Military contractors or subcontractors in Afghanistan to use weapons stored at 22 Bunkers. Of course, once weapons and ammunition leave the facility the U.S. team loses oversight. -- though there are unit procedures for accountability of that point.

Thank you for your interest in this issue and for all you and the committee do to support the Soldiers, Sailors, Airmen, and Marines of U.S. Central Command.

Sincerely,

DAVID H. PETRAEUS
General, U.S. Army
Commanding

Attachment:
Tab A: RFI Responses

cc:
The Honorable John McCain, Ranking Member

TAB A RFI Responses

In reply to the questions from the United States Senate, Committee on Armed Services dated 3 November 2009.

Background: 22 Bunkers is an Afghan National Ammunition & Supply Depot facility located in Pol ar Charki, Kabul. The facility is used to store ammunition for both the Afghan National Army and Police. Additionally the Police store all of their depot level stocks of weapons prior to issue to subordinate units. This facility is mentored by the CSTC-A Logistics Embedded Training Team (LOG ETT).

1. The number of U.S. service members serving at 22 Bunkers, their roles and responsibilities, and chains of command.

A. The number of US service members serving at 22 Bunkers:

10 US service members supporting the Afghanistan National Security Force as an Embedded Training Team:

6 US service members supporting the Afghanistan National Army (ANA) section

4 US service members supporting the Afghanistan National Police (ANP) section

B. Their roles and responsibilities:

CSTC-A J-4 provides logistical policy, programming and staff oversight to include ANSF ammunition & supply operations at 22 Bunkers.

LOG ETT serves as the logistical execution arm of CSTC-A to include the mentoring of the daily operations in 22 Bunkers.

ANA section: US service members assigned to the ANA section provide oversight for receipt, storage, issue, accountability and munitions re-warehousing operations to support the Ministry of Defense (MoD). US service members also act as mentors to the ANA Munitions Officers and ANA civilians that are ammunition workers.

ANP section: US service members assigned to the ANP section provide oversight for receipt, storage, issue, accountability and re-warehousing of the ANP weapons and munitions to support the Ministry of Interior (MoI). Additionally, a US service member acts as the stock record accountable officer until the ANP can provide a suitable Munitions Officer to fill the property book officer role.

C. Chains of Command:

22 Bunkers is a MoD run facility. The MoI is a tenant organization at 22 Bunkers for storage of ANP weapons and munitions which CSTC-A provides property book control.

22 Bunkers is supported by CSTC-A mentors and CSTC-A CJ4, who assist in executing daily operational requirements and facility management. The US service members are assigned to CSTC-A and serve in the Logistics Embedded Training Team (LOG ETT)

2. The source of weapons stored at 22 Bunkers.

Sources of weapons stored at 22 Bunkers are:

United States Army Security Assistance Command-Special Project Office (USAAC-SPO)

Foreign Military Sales (FMS) cases using Afghanistan Security Forces Fund (ASFF) procurement policy and procedures

Other sources of weapons include legacy weapons and donations from other countries and weapons seized, captured or turned into the ANP.

3. The purpose of storing weapons at 22 Bunkers.

22 Bunkers serves as the National Storage Depot for ANP weapons. 22 Bunkers provides the only national facility that possesses the necessary security and safety for ANP weapons and ammunition. No ANA weapons are stored at 22 Bunkers. ANA only stores munitions in the facility.

4. Number and type of weapons stored at 22 Bunkers. (Inventory as of 5 Nov 09)

TYPE OF WEAPON	QTY
9 MM PISTOL (Smith and Wesson)	3,108
9 MM PISTOL (MAKAROV)	385
9 MM PISTOL (P1)	29
AMD65	1,869
VZ58	561
AK47	8,708
12 GAUGE SHOTGUN	4,205
NSV	201
GP25/30	2,972
RPK	3,680
PKM	3,571
RPG-7	34
M249	14

5. The organization that retains control and custody of the weapons at 22 Bunkers

CSTC-A LOG ETT ANP Mentors retain control and custody of ANP weapons at 22 Bunkers until transferred to the ANP. LOG ETT ANP Munitions Mentors are supervised daily by an Army Sergeant First Class with oversight by an Air Force Ordnance CMSgt (E9) in Log ETT. CSTC-A oversight of ammo and supply operations is provided by a Navy Aviation Ordnance Chief Warrant Officer 4 assigned to the CSTC-A CJ-4.

6. The organization responsible for the security of weapons at 22 Bunkers

Ministry of Defense is responsible for the exterior security and safeguard of storage bunkers and connexes and provides guards to secure the entry control points and the perimeter of the 22 Bunkers complex. A key control system is maintained and monitored by the ANP LOG ETT for the ANP weapons storage containers.

7. A description of the system used to track the inventory of weapons at 22 Bunkers

IAW AR 190-11 accountability procedures are executed by the LOG ETT, which include monthly 10 percent and 100% quarterly inventories. Administrative documentation is maintained with quantity, type, location, and serial numbers of ANP weapons using a Microsoft Excel spreadsheet.

8. Any current or previous policy, order, directive or instruction relating to 22 Bunkers, including but not limited to any such policy, order, directive or instruction describing conditions under which weapons held at 22 Bunkers could be removed from the facility and provided to US Military contractors or subcontractors in Afghanistan.

There is no current or past written policy, order, directive or instruction that allows US Military contractors or subcontractors in Afghanistan to use weapons stored at 22 Bunkers. Our records indicate that prior to December 2007 contractors working with the ANP withdrew and signed for weapons destined for delivery to the ANP (not for the contractors' own use). Since January 2008 that practice was changed and ANP logistic officers are now required to personally sign for any weapons were issued to the ANP.

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United States Senate
COMMITTEE ON ARMED SERVICES
WASHINGTON, DC 20510-6050

RICHARD D. DOWNS, STAFF DIRECTOR
JOSEPH W. HOWARD, REPUBLICAN STAFF DIRECTOR

November 3, 2009

General David H. Petraeus
Commander
United States Central Command
7115 South Boundary Boulevard
MacDill Air Force Base, Florida 33621-5101

Dear General Petraeus:

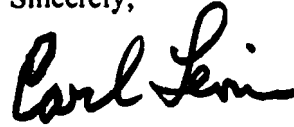
The Senate Armed Services Committee is conducting an inquiry into the role of armed contractors in Afghanistan and Iraq. Information has come to the attention of the Committee that weapons from 22 Bunkers, the weapons and ammunition depot in Pol E Charki, Afghanistan, were provided to U.S. military subcontractors in Afghanistan. As part of the Committee's inquiry, I would appreciate the following information relative to 22 Bunkers.

- (1) The number of U.S. servicemembers serving at 22 Bunkers, their roles, responsibilities, and chains of command;
- (2) The source of weapons stored at 22 Bunkers;
- (3) The purpose of storing weapons at 22 Bunkers (e.g., for distribution to the ANA, for destruction, etc.);
- (4) The number and types of weapons stored at 22 Bunkers (e.g., AK-47s, M16s, etc.);
- (5) The organization(s) that retains control and custody of the weapons at 22 Bunkers;
- (6) The organization(s) responsible for security of weapons at 22 Bunkers;
- (7) A description of the system used to track the inventory of weapons held at 22 Bunkers;
- (8) Any current or previous policy, order, directive or instruction relating to 22 Bunkers, including but not limited to any such policy, order, directive or instruction describing conditions under which weapons held at 22 Bunkers could be removed from the facility and provided to U.S. military contractors or subcontractors in Afghanistan.

Please provide this information and any related documents to the Committee by November 19, 2009. If you have any questions related to this request, please have your staff contact Ilona Cohen of the Senate Armed Services Committee staff at (202) 224-5089.

Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink, reading "Carl Levin". The signature is written in a cursive, flowing style with a large initial "C".

Carl Levin
Chairman

cc: Senator John McCain, Ranking Member
Major General Richard Formica, Commanding General, CSTC-A

MAYER • BROWN

BY ELECTRONIC DELIVERY

January 14, 2010

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Eric H. Cottrell

Ilona R. Cohen, Esq.
Assistant Majority Counsel, U.S. Senate Armed Services
Committee
228 Russell Senate Office Building
1st & Constitution, N.E.
Washington, DC 20510

Re: Xe: Firearms obtained from Bunker 22

Dear Ms. Cohen:

You recently asked Prince Group, LLC and Xe Services LLC (collectively with their affiliates, "Xe" or the "Company") for information concerning its acquisition and storage of firearms from a weapons depot in Afghanistan known as Bunker 22. The information set forth below is largely the product of Company interviews of current and former Company personnel conducted by the undersigned counsel for the purpose of reporting to the Company's Export Control Committee or federal authorities as necessary.

I. Introduction

Pursuant to various contracts with the United States government, the Company operates several counter-narcotics programs in Afghanistan. One such program is the Counter-Narcotics Training Academy ("CNTA"), which trains the Afghanistan National Army ("ANA") to combat the illegal drug trade. CNTA operates under the auspices of the Afghani Narcotics Interdiction Unit ("NIU").

Independent of the Company's operations in Afghanistan, the ANA operates a weapons depot known as "Bunker 22" at its base in Kabul. Upon information and belief, Bunker 22 houses weapons that the ANA and coalition forces have either seized from insurgents or discovered in caches often dating back to the Soviet occupation of Afghanistan. A small number of U.S. military personnel appear to serve as advisors (mentors) at Bunker 22.

As discussed below, CNTA acquired several hundred firearms from Bunker 22, whether directly or indirectly (the "Bunker 22 Firearms"). These weapons were used for CNTA's own training courses as well as for the Afghanistan Border Police ("ABP") program.

Ilona R. Cohen, Esq.

January 14, 2010

Page 2

II. Acquisition of the Bunker 22 Firearms

A. From NIU

In September 2007, J.D. Stratton became an instructor for CNTA and later was directed to take responsibility for its armory. Soon after Stratton's arrival, Chad Pierce, with NIU, outfitted CNTA with approximately thirty AMD-65 rifles, 130.9mm Sigma pistols and twenty shotguns, all of which were stored at the CNTA armory.¹ It is believed that those weapons, which had been issued to NIU by the Combined Security Transition Command-Afghanistan (CSTC-A), originated from Bunker 22.² Although corroborating documentation has not yet been discovered, it is likely that the Company acquired the pistols, at least, from CSTC-A and not Bunker 22.

Stratton did not sign or receive any paperwork associated with these NIU-issued firearms.

B. From Bunker 22 directly

In October 2007, Stratton encountered his friend and former Navy colleague Greg Sailer at Bunker 22. At the time of Stratton's visit, Sailer was serving as an advisor (mentor) at Bunker 22. Stratton mentioned his contact with Sailer to several Company personnel. Several days later, out of concern that Company instructors needed protection while working in Afghanistan, Company employees Ricky Chambers and Johnny Moore asked Stratton whether Sailer could furnish them with firearms to be used by instructors for the ABP contract.³ Stratton relayed this request to Sailer, who in turn made available from Bunker 22 approximately 150 1940-50s-era AK-47s that were scheduled to be destroyed by the ANA.

Stratton and others⁴ visited Bunker 22 in December 2007 to pick up these firearms, which were resting outside Bunker 22's front office in six crates. Sailer was there to meet Stratton, although no paperwork or receipts were completed to document the transfer of weapons. Once back at CNTA, Company personnel (including Stratton, Chambers, Moore and Sims) unloaded the firearms.

¹ Stratton later returned the shotguns to Bunker 22 because CNTA never used them.

² CSTC-A is a multinational military formation headquartered at Camp Eggers, Kabul. Its primary role is to train and develop Afghan security forces such as the ANA.

³ Chambers was the Company's Country Manager for Afghanistan. At the time, Moore was involved in the Company's ABP program.

⁴ Stratton identified Brett Perry, Jim Baxter and Danny Orso as some of the people who accompanied him to Bunker 22 for the weapons pick up. He could not recall any others.

Ilona R. Cohen, Esq.

January 14, 2010

Page 3

In January 2008, following a renewed request from Moore and Chambers for more firearms to equip ABP instructors, Sailer again offered the use of weapons from Bunker 22. Stratton and others⁵ traveled there to retrieve the second installment of firearms. This installment consisted of approximately 150 – 175 AK-47s of the same variety described above. Many of the weapons were in very poor condition and ultimately the Company returned some of them to Bunker 22.⁶ Because Sailer was not on site that day, Company personnel instead dealt with a U.S. Air Force serviceman. As before, there was no documentation prepared regarding the transfer of weapons.

III. Storage of Bunker 22 Firearms

When not issued to instructors, the Company stored all of the Bunker 22 Firearms in the CNTA armory, which was located within a concrete warehouse at a Company compound in Kabul. Approximately 15 x 25 feet in size, the armory was secured by a Class IV safe door. It is currently empty and not in use.

Stratton reported that because he thought an inventory of weapons should be maintained, he compiled inventories of both the NIU-issued firearms as well as of those acquired directly from Bunker 22 and provided monthly updates of such inventories to Ricky Chambers.⁷ Inventories of Company weapons in Afghanistan dating from early 2009 appear to reflect some of the Bunker 22 Firearms.

Stratton also reported providing a complete list of the Bunker 22 Firearms to CNTA secretary Jocelyn Chambers, which he understood to be submitted to Afghanistan's Ministry of the Interior (the "MOI") for their registration. Serial numbers for at least some of the Bunker 22 Firearms were submitted to the MOI and placed on the Company's license prior to April 2009. The Company appears to have submitted to the MOI numerous additional serial numbers for Bunker 22 Firearms in April and May 2009.

⁵ Moore, Baxter, Orso and Warren [last name unknown] accompanied Stratton on this trip.

⁶ Based upon available information, it appears that between fifty and sixty weapons were returned to Bunker 22 due to their poor condition.

⁷ Between twelve and twenty of the weapons that CNTA acquired directly from Bunker 22 bore serial numbers in Chinese. In order to create a serial number that could be internally tracked and registered with Afghanistan's Ministry of the Interior, Stratton, in consultation with Chambers, determined that Arabic numeral serial numbers should be stamped onto the weapons. Chambers arranged to have sanding and etching tools delivered to Stratton, who sanded down and etched serial numbers onto the weapons. Stratton undertook this process in the armory, with other individuals present. He did not make any further modifications to these weapons, nor did he make any modifications whatsoever to the remaining Bunker 22 Firearms.

Mayer Brown LLP

Ilona R. Cohen, Esq.

January 14, 2010

Page 4

Our inquiry into this matter is ongoing. Should we learn of additional information related to this matter, we will be sure to contact you. In the interim, please feel free to call me with any questions or concerns.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Eric H. Cottrell". The signature is fluid and cursive, with the first name "Eric" and last name "Cottrell" clearly distinguishable.

Eric H. Cottrell

cc: Lee Rubin, Esq.
David Hammond, Esq.
Christian Bonat, Esq.

Summary of SASC Information Requested

1. Pictures of 22 Bunkers

Pictures attached. (Attachments IMGP0022, IMGP0023, and IMGP0024)

2. Name of contracting companies that have worked at 22 Bunkers (please date back to January 1, 2007).

There are two contracting companies (listed below) that employ local national laborers assigned to work at 22 Bunkers since 1 January 2007. There are multiple companies and multiple foreign government officials that conduct business with 22 Bunkers but are not physically working there on a day to day basis.

- a.) Sozo International provides 4 laborers to complete ANP work and the contract has been in place/renewed since 2006.
- b.) New Khodaman Logistics provides 14 laborers to complete ANP work and the contract has been in place/renewed since April 2007.

3. Name of Deputy Minister responsible for signing off on requests for weapons and ammunition from 22 Bunkers

Deputy Security Minister, Lieutenant General Munir Mangal, Ministry of the Interior.

4. Dates of any and all weapons or ammunition transfers to Jerry Stratton (or any other Blackwater personnel), the date of each transfer, and the purpose of each transfer.

The CSTC-A CJ4, 1228 personnel, a Chief Petty Officer (USN), a Tech Sgt (USAF) provided substantial assistance with this project, and spent a full day searching for the documents. Every single hand receipt was reviewed. This is the applicable information that was discovered as a result of the search:

- a.) No hand receipts indicate that weapons or ammunition were picked up or signed for by Mr. Jerry Stratton, however the hand receipts reviewed contain multiple signatures and it is very difficult to identify who signed for the items based solely on the signature.
- b.) Three hand receipts indicate the possibility that Black Water personnel may have signed for weapons or ammunition:

1.) Attachment 2006-01 (dated 5 May 2006). RPG and 7.62 ammunition were issued to M. Furhman, BW. There is a strong likelihood that the BW on the hand receipt refers to Black Water.

2.) Attachment 2008-05 (16 September 2008). 9mm and 7.62x39 ammunition were signed for by a Counter Narcotics representative. The only legible part of the name on the hand receipt is the name "Chris"; it is possible that he could be a Black Water employee based on the unit it was issued to.

3.) Attachment 2008-02 (20 September 2008). 211 AK47 rifles were issued to Counter Narcotics and were signed for by Eric A. Carjman. The hand receipt was signed BW CNTU. These initials most likely refer to Black Water, Counter Narcotics Training Unit.

The purpose of each weapons and ammunition transfer is for the official purposes of training the Afghan National Police and for use by the ANP. Weapons would not have been issued to Blackwater or any other contractor for personal use by its employees as that is a responsibility of the contractor. There is a USFOR-A and CENTCOM weapons packet approval process for contractors to obtain approval to arm their employees for their own personal protection. However, that arming approval process does not reside with this command.

5. Stock record account from pre-November 2008

Stock record account for this time period is attached. (Attachment SRA thru Dec 2008)

6. Check serial numbers from attached spreadsheet against any records or database maintained by or available to CSTC-A/22 Bunkers. If any of the numbers match, please provide all records relating to those weapons, including hand receipts.

154 serial numbers were provided by Ms. Cohen of the SASC. After a comprehensive search of physical records and our databases, 96 serial numbers matched from the SASC list of 154. Of the 96 serial numbers, 61 hand receipts have been found and are attached. (Attachment SASC Weapons Serial #'s) Additionally, if more information could be provided on the weapons (type, full serial numbers) we can further research this.

7. We would also like information about the names of the personnel from Dyncorp who received weapons and/or ammunition from 22 Bunkers, the date of each transfer, and the purpose of each transfer.

Every single hand receipt was looked at for a Dyncorp employee signature. All have been attached. The only hand receipts we are sure were signed for by a Dyncorp contractor is found in attachments 2007-01 thru 06 with the signature "SPy." It is believed that those initials represent a Dyncorp ANCOP mentor by the name of Stephanie Perry.

FOR SENATE ARMED SERVICES COMMITTEE USE ONLY.
Do not disseminate.

[illegible]

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[illegible]

TAB II

07 DEC 2008

FROM: JOHNNIE WALKER, PARAVANT PROGRAM MANAGER AFGHANISTAN


TO: J.D. STRATTON, BLACKWATER INTERNATIONAL OPERATIONS LOGISTICS

SUBJ: WEAPONS ISSUE:

1. ON 07 DEC 2008 THE FOLLOWING (23) AK-47 WEAPONS WERE ISSUED TO PARAVANT:

18010491	1509869
18166797	2400103
15152544	935454
15157312	16021066
14132908	21001543
18109110	29006992
17145126	4564
18246731	4131
1380000	2059
27032668	7954
29012705	11015864
2703396	

Issued by:



J.D. Stratton

Date:

Received by:



Johnnie Walker

Date:

SASCO10024

From: jerry stratton [Redacted]
Sent: Tuesday, June 2, 2009 10:33 AM
To: Mike Bush [Redacted] Michael Bush
[Redacted]
Subject: FW: Weapons Turn In
Attach: MOI Form 9 Turn In JD Stratton(2 June 09).xls

Date: Tue, 2 Jun 2009 11:03:34 +0430

Subject: Weapons Turn in

From: anpstadium [Redacted]

To: gregory.sailer [Redacted] jeremy.a.greene [Redacted]
strattonjd [Redacted]

GM2 Green,

JD Stratton turned the attached weapons today. the are all unserviceable.

/r

MSG Vigil

A	B	C	D	E	F	G	H	I	J	K	L	M	N
رد نمبر: 71				تاریخ: 14/10/2007				محل: 22 Bunkers				Sheet Number	
JD Stration				SRA Posting Date/Initials				Supported Unit: Company/Battalion/Brigade/District/Province/Region				1 of 1	
Additional Data				To Be Issued				Unit of Issue				Serial Number	
Serial/Lot No.	Quantity	Quantity	Procted By	Quantity	Location	Unit of Issue	Stock Number/Part Number	Item Description				Chronological Date	Serial Number
14.	71	71	11.	10.	8.	EA/	NONE/	AK-47 Rifles, unserviceable				6.	0001
See Back/ورق دیگر													
JOMI ARTMAN ICSTC-A 0707493628													
Date: 14/10/2007													
SHIPMENT INFORMATION													
Name/Organization/Phone Number													
Approved by:													
Original Copy Retained by issuer													
Copy to Requesting Unit													

	A	B	C	D	E	F	G	H	I	J	K
1	D3234	221									
2	M4554	5454									
3	9442	5025									
4	8888	.2301									
5	BP6501P	921986									
6	25152544	2865P									
7	GR11K	14989412									
8	AEK1208	.0479									
9	18043948	5524P									
10	53705	7884K									
11	142140717	9700									
12	FM7229	27082568									
13	M4322	936781									
14	A8116	130802									
15	4878K	8284									
16	2527542	16178571									
17	2996	4148									
18	8888	18246781									
19	M40852	130802									
20	28001142	8284									
21	14132908	16178571									
22	28012705	4148									
23	18021085	18246781									
24	.07644	430									
25	27038964	1265670									
26	18186797	8942P									
27	.07954	4742									
28	2059	2911843									
29	240001047	6914									
30	15086697	1196654									
31	23157912	3581N									
32	28005892	1520									
33	4181	999246									
34	21001543	2120									
35	11015864	2404655									
36	5986										

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BY ELECTRONIC DELIVERY

February 4, 2010

Eric H. Cottrell
[REDACTED]
[REDACTED]
[REDACTED]

Ilona R. Cohen, Esq.
Assistant Majority Counsel, U.S. Senate Armed Services
Committee
228 Russell Senate Office Building
1st & Constitution, N.E.
Washington, DC 20510

Re: Xe: Response to your 1/29/10 request

Dear Ms. Cohen:

On January 14, 2010, Prince Group, LLC and Xe Services LLC (collectively with their affiliates, "Xe" or the "Company") responded by letter to your inquiry regarding firearms obtained from Bunker 22. On January 29, 2010, you sought additional information on that topic in an email containing several questions, numbered (1) through (12).

As we discussed this morning, Xe is still gathering information for several of these questions, and we anticipate providing you with their answers in the coming week. In the interim, however, answers to your remaining questions appear below. For ease of reference, the question numbers correspond to those in your email.

1. How many employees did Blackwater have at CNTA in September 2007?

Based upon the records attached as **Exhibit A**, the Company employed nine individuals as independent contractors in Afghanistan for the CNTA program during September 2007.

2. How many employees did Blackwater have on the ABP program in: October 2007, December 2007, January 2008?

Based upon the records attached as **Exhibit B**, the company employed sixteen, forty-four and forty-six individuals as independent contractors for the ABP program in Afghanistan during the months of October 2007, December 2007, and January 2008, respectively.

Ilona R. Cohen, Esq.

February 4, 2010

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3. What was the name of the U.S. Air Force servicemember at Bunker 22 who provided weapons in January 2008?

Those whom we have interviewed in response to this inquiry¹ do not recall the name of this individual.

4. Has Blackwater ever employed an Eric Carjman or Eric Cartman? If so, which contract(s) did he work on?

The Company's employment records do not indicate that an Eric Carjman or Eric Cartman has ever been employed.

5. Who is Chris Hannock and how was he involved in obtaining weapons for Blackwater from Bunker 22?

The Company's employment records do not indicate that a Chris Hannock has ever been employed. Mr. Hannock's name has never surfaced during prior interviews conducted in response to this inquiry, and Jeff Morin, whom we have since interviewed, has never heard of this individual.

8. What was [the] purpose of [the] 30 AMD-65s at CNTA/NIU?

These weapons were used by CNTA instructors for personal protection.

Should you have any additional questions, beyond those currently outstanding, do not hesitate to contact me.

Sincerely yours,



Eric H. Cottrell

cc: Lee Rubin, Esq.
David Hammond, Esq.
Christian Bonat, Esq.

¹ In addition to those interviewees whom we previously identified for you, we have also interviewed Jeffrey Morin, Director of International Operations for Xe-affiliate U.S. Training Center.

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Eric H. Cottrell

BY ELECTRONIC DELIVERY

February 20, 2010

Hon. Carl Levin
Chairman, U.S. Senate Armed Services
Committee
228 Russell Senate Office Building
1st & Constitution, N.E.
Washington, DC 20510

Re: Xe: Supplemental Response to SASC 1/29/10
request

Dear Senator Levin:

On January 14, 2010, Prince Group, LLC and Xe Services LLC (collectively with their affiliates, "Xe" or the "Company") responded by letter to your inquiry regarding firearms obtained from Bunker 22. On January 29, 2010, the Committee staff sought additional information on that topic in an email containing several questions, numbered (1) through (12). The Company provided responses to questions 1, 2, 3, 4, 5, and 8 on February 4. This letter provides the Company's responses to the remaining questions. For ease of reference, the question numbers correspond to the email from the Committee staff.

6. The January 14, 2010 letter indicates that Blackwater acquired at least between 300 and 325 weapons from Bunker 22 between December 2007 and January 2008. How many weapons acquired from Bunker 22 remain in BW's possession? To whom and for what purpose are they assigned?

As detailed below, the Company has already returned many of the firearms it obtained from Bunker 22 to the Afghan government. The remainder have been or will be either (a) turned over to the U.S. Army for destruction or (b) turned in to Bunker 22 under the supervision of CSTC-A.

After the shooting incident involving Xe-affiliate Paravant in the spring of 2009, the Company promptly decided to disarm and collect all weapons from Paravant personnel and to return all Bunker 22 firearms that had been issued to Paravant personnel. The collection effort was promptly initiated after Company management learned of the incident. Tom Adams, the then recently named In-Country Program Manager for Paravant, coordinated the return of those weapons, consisting of seventy-one AK-47s, to Bunker 22 on June 2, 2009. Afghanistan's

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Disarmament of Illegal Armed Groups ("DIAG"),¹ a division of its Ministry of the Interior ("MOI"), oversaw that process. The Item Material Issue Form documenting Bunker 22's receipt of these firearms is attached as **Exhibit A**.

Around the same time, the Company decided to replace various weapons used in Afghanistan – including weapons obtained from Bunker 22 – with new weapons to be purchased in the United States. The Company began exploring options to source the weapons in the United States and/or the United Kingdom. After exploring various purchase options, in September the Company purchased replacement M-4 type rifles in the United States and also began discussing the future replacement of the weapons with DIAG. To ensure that Xe did not exceed the 500 firearms allowed by its Private Security License ("PSL"), DIAG instructed the Company on or about January 4, 2010 to turn in existing weapons on its PSL that would be replaced on a one – to – one basis by newly acquired firearms. The date set for turning in weapons to be "exchanged" on the PSL for newly acquired weapons was January 25, 2010.

In response to DIAG's instructions the Company immediately began to collect for disposition the remaining firearms obtained from Bunker 22, as well as other firearms obtained in Afghanistan. Although most of these weapons were collected and transported to Camp Integrity – the Company's central facility in Kabul, by January 25, 2010 – circumstances prevented the return of weapons from Camp Lonestar until on or about February 3.²

On January 25, 2010, Heath Hancher, CNTPO Logistics Supervisor, turned in 390 firearms – 189 AK-47 rifles, 199 Smith & Wesson 9mm pistols, and two Remington 12-gauge shotguns – to DIAG. An inventory of these weapons, signed by both Xe and DIAG representatives, is attached hereto as **Exhibit B**. All of these firearms had been used or were intended to be used to provide personal protection for Company personnel. The AK-47 rifles turned in at this time were likely issued to the Company from Bunker 22. The Smith & Wesson 9mm pistols appear to have originated from CSTC-A, but may have been issued to the Company by CSTC-A through Bunker 22.³

¹ DIAG has become the Afghani regulatory agency that monitors and enforces private contractors' registration, possession and disposition of firearms.

² In January, the Company transported those weapons to a U.S. government-operated airfield near Jalalabad that was approximately 50 kilometers from Camp Lonestar. However, their transport to Kabul was delayed due to adverse weather conditions and maintenance issues with available transport aircraft.

³ The Smith & Wesson 9mm pistols appear to have been originally procured by CSTC-A and issued to defense contractors in Afghanistan. As previously communicated by counsel for Xe (Crowell & Moring) in a letter to the Committee dated September 18, 2009, Smith & Wesson verbally confirmed that in October 2006 it shipped a large number of 9mm pistols to the Department of Defense in Afghanistan, and that CSTC-A provided 9mm pistols to Blackwater (U.S. Training Center's predecessor) for personal protection in connection with performing a

(cont'd)

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After purchasing replacement M4-type rifles on September 2, 2009 in the United States, Xe shipped 394 replacement firearms (equal numbers of M4-type rifles and Glock 9mm pistols) to Afghanistan pursuant to a valid export license. In late January 2010, they were added to the PSL and issued to Xe personnel in the field. These 394 firearms, however, were insufficient to outfit all of Xe's personnel who are authorized to possess weapons under respective letters of authorization. To address the shortage, the Company is in the process of obtaining an export license to ship additional firearms to Afghanistan.

Because the additional replacement weapons have not yet received export clearance, the Company has retained fifty-three AMD-65 type rifles for use in the field. The retained AMD-65s are listed on the first two pages of **Exhibit C** (attached) as entries 1-53. Last week, the Company obtained approval from DIAG to possess and use these weapons (as well as various Smith & Wesson 9mm pistols) under the PSL. Exhibit C indicates which of these weapons are currently issued to Company personnel and which are being stored at Camp Integrity. Once the second installment of firearms arrive from the United States, Xe will turn in the fifty-three AMD-65s, along with the Smith & Wesson 9mm pistols listed on Exhibit C to Bunker 22 through CSTC-A.

Beginning in or around January 2010, the Company explored arrangements for the remaining Bunker 22 firearms in its possession - as well as other weapons it acquired in-country - to be demilitarized, or "demil-ed," by the U.S. Army's certified armorer at Camp Phoenix. On February 18, however, Company personnel received guidance from CSTC-A that it should turn in these weapons to Bunker 22 through CSTC-A.⁴ The correspondence attached as **Exhibit D** lists the weapons that the Company is turning in to Bunker 22 pursuant to CSTC-A's instructions.

Prior to receiving CSTC-A's guidance, however, a small quantity of weapons had already been delivered to Camp Phoenix for demilitarization. **Exhibit E** lists these weapons, and the Company will provide documentation confirming the demilitarization of these weapons when it is received.

(... cont'd)

subcontract with Lockheed Martin to conduct Counter Narcotics Investigative Instruction to the Afghan Counter Narcotics Police, Afghan Border Police, and other Afghan agencies.

⁴CSTC-A identified CW04 Gregory Sailer, Ammunition Program Manager CJ4 Operations, NATO Training Mission - Afghanistan to oversee this process. Upon information and belief, Sailer also coordinated the original transfer of weapons from Bunker 22 to the Company, as detailed in the Company's January 14 letter.

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The AK-47s listed on Exhibit D appear to have originated from Bunker 22. It is unclear, however, from where the AMD-65s weapons possessed by the Company originated. Former Company personnel recall that CSTC-A issued 60 AMD-65s and 60 Smith & Wesson 9mm pistols to the Company for use by Afghan Narcotics Interdiction Unit students being trained at the Herat site and a similar number of weapons being issued to train students at the Gardez site. Although the Company's inquiry into the matter is ongoing, no documentation regarding the transfer of these weapons from CSTC-A has been located. It is possible that these weapons were stored at Bunker 22 prior to being issued by CSTC-A.

Similarly, former Company personnel recall being directed by CSTC-A in the fall of 2006 to pick up weapons from Bunker 22 and deliver them to new training sites for the Afghan Border Police program (Shebrehghan and Spin Bolduk) for training purposes. Former Program Manager Greg Sims recalled that, pursuant to CSTC-A's authorization, he and other Company personnel (including Ricky Chambers, J.D. Stratton, Dexter West, and Mike Brown) accompanied an Afghan Logistics officer to Bunker 22 in the fall of 2006 to pick up weapons for the initial class of Border Police to be trained at the Shebrehghan site. United States military personnel presented them with a sealed Conex box containing 110 AMD-65 rifles and 110 Smith & Wesson 9mm pistols to be used by the Afghan students.⁵ Sims recalls that all of the paperwork associated with the transfer was presented to the Afghan logistics officer. The box and its contents were then transported to the Shebrehghan training site and distributed to the students there. This process was repeated for the Spin Bolduk training site several weeks later.⁶ It is unclear whether the Company retained any of these weapons after the students' training was completed or, if so, how many.

Similarly, it is unclear where the small number of RPK/PKM weapons listed on Exhibit D originated. Current and former Company personnel variously recall that these weapons were issued by CSTC-A through Bunker 22 for force protection purposes or were issued by CSTC-A to provide firearms training to Afghan Narcotics Interdiction students at the Herat and Ghazni sites.

As explained in footnote 3, *supra*, and above, the Smith & Wesson 9mm pistols listed on Exhibit D appear to have been provided to the Company by CSTC-A, although some may have been issued through Bunker 22.

⁵ Sims believes, but is not sure, that the Conex box also contained ammunition for the weapons.

⁶ Sims recalled that the same personnel that accompanied him to Bunker 22 for the Shebrehghan weapons also participated in the transfer of weapons to Spin Bolduk several weeks later.

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7. If Blackwater presently has no weapons from Bunker 22, what was done with the weapons from Bunker 22? When did that occur? Please provide any documents relating to the disposition of those weapons.

See response to Question No. 6, above.

9. Are the two dates on which Blackwater acquired weapons from Bunker 22 (December 2007 and January 2008) and a third occasion on which Blackwater may have acquired weapons from Bunker 22 (September 2007), the only occasions on which Blackwater acquired weapons from Bunker 22? If there are other occasions on which Blackwater acquired weapons from Bunker 22, please provide the following for each visit:

- a. When were the weapons obtained?*
- b. How many weapons were obtained?*
- c. What type of weapons were obtained?*
- d. Who picked up those weapons?*
- e. Who at Bunker 22 facilitated the transfer of and/or provided these weapons to Blackwater?*
- f. What was the purpose for each transfer?*
- g. Were documents completed to record the transfer?*

As noted above, the interviews we have conducted thus far indicate that, in addition to the occasions noted in the January 14, 2010 submission, Company personnel obtained firearms from Bunker 22 on at least two other occasions. Specifically, it appears that in the fall of 2006 Ricky Chambers, J.D. Stratton, Dexter West, Mike Brown and Gregory Sims made two visits to Bunker 22 with an Afghan logistics officer and procured 2 shipments of 110 AMD-65s and 110 Smith & Wesson 9mm pistols to be used in training Afghanistan Border Patrol students at the Shebrehghan and Spin Bolduk sites. Unidentified U.S. military personnel at Bunker 22 effected each of the transfers, the documentation of which was presented to the Afghan logistics officer. It is also possible that the AMD-65 rifles and Smith & Wesson pistols issued by CSTC-A to the Herat and Gardez training sites originated from Bunker 22.

Notably, we have been unable to interview individuals who have been asked to testify before the Committee.⁷ It is therefore possible that the Company acquired weapons from Bunker 22 on occasions in addition to those identified thus far.

⁷ In declining to provide additional information to the Company on this issue, Company personnel have raised concerns that their cooperation with the Company investigation may be considered a waiver of any applicable privileges or rights. In order to address that concern and obtain the information that the Committee has requested, the Company has asked Committee staff to provide it with a written assurance that information

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10. Are there any occasions on which Blackwater acquired ammunition from Bunker 22? If so, please provide the following for each visit:

- a. when was the ammunition obtained/*
- b. How much ammunition was obtained?*
- c. What type of ammunition was obtained?*
- d. Who picked up the ammunition?*
- e. Who at Bunker 22 facilitated the transfer of and/or provided the ammunition to Blackwater?*
- f. what was the purpose for each transfer?*
- g. were documents completed to record the transfer*

It appears that J.D. Stratton regularly obtained 7.62 mm and 5.56 mm ammunition from Bunker 22 until mid-2009. On occasion, it appears that other Company personnel obtained ammunition from Bunker 22 as well.⁸ The ammunition was evidently used to train large numbers of students for the Afghan Border Police and Afghan Narcotics Interdiction Unit programs as well as for Company personnel's personal protection. No documents relating to these transfers appear to exist, and none have been located. Due to the lack of records, the Company is unable to determine how much ammunition was obtained from Bunker 22, but it was possibly in the tens of thousands of rounds. The Company has been unable to interview Mr. Stratton on this issue.⁹

11. Which Blackwater-affiliated companies have, at any point, used weapons from Bunker 22? Which contracts were they used on?

Each of the Xe-affiliated companies (or their predecessors) that operated in Afghanistan used and/or possessed weapons from Bunker 22, including Blackwater Security Consulting, Blackwater Lodge & Training Center, and Presidential Airways. The weapons were used for personal protection by Company personnel on at least the following contracts: Afghan Narcotics Interdiction Unit (TORP 117) and Afghan Border Patrol (TORP 55) and their

(... cont'd)

provided by individuals to Company counsel would not be relied upon in any subsequent claim of waiver. No such assurances have been provided as of the date of this letter.

⁸For example, in late 2004 Company personnel, including Ricky Chambers, Steve Kennedy, Brad James and Michael Estrada, obtained several thousand rounds of 7.62 mm ammunition to be used to train Afghan students in the Afghan Narcotics Interdiction Unit program. The ammunition was obtained from an unidentified Afghan compound on the outskirts of Kabul that likely was Bunker 22. Similarly, quantities of ammunition may have been contained in the Conex boxes transported from Bunker 22 to the Shebrehghan and Spin Bolduk sites in the fall of 2006.

⁹ See note 7.

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predecessor contracts. It also appears that eighteen Bunker 22 weapons (AK-47s) were provided to Presidential Airways to be stored on STOL aircraft in the event of a forced landing. However, it appears that these weapons were never physically issued to Presidential Airways personnel and were returned to Company facilities in Kabul when authorization to use the weapons for this purpose was not obtained.

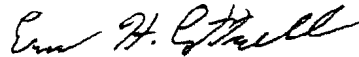
12. Were any weapons and/or ammunition in Blackwater's possession in Afghanistan ever exchanged for anything of value? If so, please provide the details of each transaction, including:

- a. The person(s) from Blackwater who made the sale and/or exchange;*
- b. To whom the weapons and/or ammunition was sold and/or exchanged;*
- c. The date of each transaction;*
- d. The value of each transaction.*

Our interviews thus far have not identified any instances where weapons or ammunition obtained from Bunker 22 were exchanged for anything of value.

Should you have any additional questions do not hesitate to contact me.

Sincerely yours,



Eric H. Cottrell

cc: Senator John McCain, Ranking Member
Mr. Christian Bonat, General Counsel, Xe Services LLC
Mr. David Hammond, Esq.

From: Jeffrey Morin
Sent: Fri 2/19/2010 5:31 AM
To: Sailer, Gregory USA CW04 USN NTM-A/CSTC-A CJ4
Subject: RE: Weapons Turn-In (UNCLASSIFIED)


CW04 Sailer,

As per your instructions, please see the attached list of weapons, a total of 190, to be returned to Bunker 22. The spreadsheet consists of 4 separate sheets, 1 for each type of weapon.

We are prepared to transport the weapons and conduct a joint inventory at the drop off site at your convenience. Appreciate the assistance and if you need anything else, please send me an email.

Thank you again,

Jeff Morin
Director of International Operations
USTC

From: Sailer, Gregory USA CW04 USN NTM-A/CSTC-A CJ4
[mailto:Gregory.Sailer@
Sent: Thu 2/18/2010 8:29 AM
To: Jeffrey Morin
Cc: Ala, Eric M MAJ MIL US ARMY NTM-A/CSTC-A CJ4
Subject: Weapons Turn-In (UNCLASSIFIED)

Classification: UNCLASSIFIED
Caveats: FOUO

Sir,

Can you please provide the type, quantity, and serial numbers of the weapons you want to turn-in. If you provide the serial numbers on in Excel format it will be easier for us to complete your turn-in documents.

Please let me know if you have any questions.

V/R

CW04 Sailer

CW04 Greg Sailer

Ammunition Program Manager CJ4 Operations

NATO Training Mission - Afghanistan/

Combined Security Transition Command - Afghanistan

[REDACTED]

Classification: UNCLASSIFIED

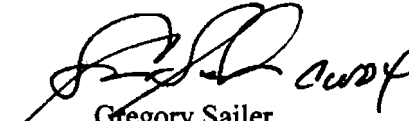
Caveats: FOUO

19 February 2010

From: Gregory Sailer, CWO4, United States Navy
To: United States Senate, Senate Armed Services Committee (Attn: Ilonah Cohen)

In response to your request dated 15 February 2010, below are the answers to your questions.

Very Respectfully,


Gregory Sailer
CWO4 USN

Acquisition of Weapons by Blackwater from 22 Bunkers

1. In a January 14, 2010 letter to the Committee, Blackwater informed the Committee that its armorer, Jerry D. (JD) Stratton, Jr. asked you to furnish Blackwater with weapons from 22 Bunkers and that in December 2007, you provided him with approximately 150 AK-47s. Blackwater has advised the Committee that no paperwork or receipts were completed to document the transfer of those weapons.

- a. Did you provide any Blackwater personnel with weapons in or around December 2007?**

Answer 1.a.: I do not specifically recall any weapons transactions with Blackwater personnel in or around December 2007.

- b. If weapons were provided in or around December 2007, did you understand that Blackwater intended to use the weapons to arm its contractors?**

Answer 1.b.: Although I do not specifically recall this transaction, as a general matter, I have no visibility of the weapons once they depart 22 Bunkers. I do not know if they reach their signed-for destination or for what purpose they are actually used. Additionally, I do not recall any weapons issued from 22 Bunkers intended for use by Blackwater to arm its contractors.

- c. If such weapons were provided, did you discuss the purpose for which they were intended? Please describe that discussion, including when it took place and who was present?**

Answer 1.c.: Although I do not specifically recall this transaction, to my knowledge, I do not recall ever having a conversation with anyone picking up weapons from 22 Bunkers regarding the intended use of the weapons.

- d. If such weapons were provided, was the transaction approved by the Ministry of the Interior and/or CSTC-A? If so, who at the MOI and/or CSTC-A?**

Answer 1.d.: Although I do not specifically recall this transaction, to my knowledge all issues of weapons from 22 Bunkers were approved by CSTC-A CJ4 Afghan National Police Requirements Division ("ANP Requirements"). For the issue of weapons, my office would receive an email, hand delivery, or intranet Sharepoint document containing a requisition authorization approved by ANP Requirements.

- e. Please indicate what paperwork was required at that time to document transfers of weapons from 22 Bunkers?**

Answer 1.e.: To my knowledge, prior to February 2009, there was not a written policy or instruction identifying what paperwork to use to document a weapons transaction. Transactions during December 2007 would have been documented on either an ANP 3161 form or MOI9 form depending on the exact date, as the form changed during December 2007. On 26 February 2009, Director, CJ4, issued "CSTC-A Weapons and Ammunition Standard Operating Procedures (SOP)" directing that the MOI9 form be used for all weapons or ammunition issues.

2. In its January 14, 2010 letter to the Committee, Blackwater said that in January 2008, JD Stratton asked you for additional weapons from 22 Bunkers. Blackwater said that company personnel subsequently picked up approximately 150-175 AK-47s from the facility. According to the company, you were not present on the day of the pick-up, so company personnel instead dealt with a U.S. Air Force serviceman. The Company said that there was no documentation prepared regarding the transfer of the weapons.

- a. Did you facilitate the transfer of weapons to any Blackwater personnel in or around January 2008?**

Answer 2.a.: I do not specifically recall any weapons transactions with Blackwater personnel in January 2008.

- b. If weapons were provided in or around January 2008, did you understand that Blackwater intended to use the weapons to arm its contractors?**

Answer 2.b.: See answer 1.b.

- c. If such weapons were provided, did you discuss the purpose for which they were intended? Please describe that discussion, including when it took place and who was present?**

Answer 2.c.: See answer 1.c.

- d. If such weapons were provided, was the transaction approved by the Ministry of the Interior and/or CSTC-A? If so, who at the MOI and/or CSTC-A?**

Answer 2.d.: See answer 1.d.

- e. Are you aware of any instance in which weapons were distributed to Blackwater personnel without required paperwork being completed?**

Answer 2.e.: No, not that I can recall.

- f. Are you aware of any other U.S. servicemember providing weapons from 22 Bunkers to Blackwater in or around January 2008?**

Answer 2.f.: No, not that I can recall.

- g. Please provide the names of U.S. Air Force personnel who were serving at 22 Bunkers in or about January 2008?**

Answer 2.g.: There were no U.S. Air Force servicemen serving at 22 Bunkers in or about January 2008.

3. On January 8, 2010, CSTC-A provided the Committee with hand receipts from 22 Bunkers showing that in September 2008, you provided 211 AK-47s to "BW CNTU," which CSTC-A said most likely refers to "Blackwater Counter Narcotics Unit." According to CSTC-A, "the purpose of each weapons and ammunition transfer is for the official purposes of training the Afghan National Police and for use by the ANP. Weapons would not have been issued to Blackwater or any other contractor for personal use by its employees as that is a responsibility of the contractor.

- a. At the time of the September 2008 transfer of weapons to Blackwater, did you understand that Blackwater planned to use the weapons to arm its contractors?**

Answer 3.a.: See answer 1.b.

- b. Was the purpose for which the weapons were intended discussed with you? If so, please describe that discussion, including when it took place and who was present.**

Answer 3.b.: See answer 1.c.

- c. When such weapons were provided, was the transaction approved by the Ministry of the Interior and/or CSTC-A? If so, who at the MOI and/or CSTC-A?**

Answer 3.c.: See answer 1.d.

- d. Why were weapons issued from 22 Bunkers to Blackwater in September 2008 if the policy at the time was that ANP logistics officers were required to personally sign for any weapons issued to the ANP?**

Answer 3.d.: To my knowledge, prior to February 2009, there was never a formal "policy" establishing who was authorized to sign for weapons issued from 22 Bunkers. In approximately January 2008, I changed the previous practice in an effort to get the receiving ANP logistics

officers to take accountability for their weapons issues. There may have been times when the practice was not strictly followed for a variety of logistical reasons, but I do not recall specific instances of when this may have been done.

4. Testimony provided to the Committee indicates that Blackwater acquired additional AK-47s and possibly pistols from 22 Bunkers in November or December of 2008.

- a. Did you or any other U.S. servicemember transfer weapons or facilitate the transfer of weapons to Blackwater personnel in or about November or December 2008?**

Answer 4.a: I do not specifically recall any weapons transactions with Blackwater personnel in November or December 2008.

- b. If such weapons were provided, did you understand that Blackwater planned to use the weapons to arm its contractors?**

Answer 4.b: See answer 1.b.

- c. Was the purpose for which the weapons were intended discussed with you? If so, please describe that discussion, including when it took place and who was present.**

Answer 4.c: See answer 1.c.

- d. If such weapons were provided, was the transaction approved by the Ministry of the Interior and/or CSTC-A? If so, who at the MOI and/or CSTC-A?**

Answer 4.d: See answer 1.d.

Weapons Returned

5. On June 2, 2009, after being directed by the Army to return weapons used by its Paravant contractors, Blackwater returned 71 AK-47s to 22 Bunkers, which it said was the "facility from which the weapons were obtained." MSG Vigil accepted the weapons and emailed you, notifying you that Mr. Stratton had returned the weapons.

- a. Why did MSG Vigil email you about the weapons?**

Answer 5.a: MSG Vigil frequently called or emailed me about weapons transactions, including weapons turn-in. This is not uncommon. To date, I still receive emails and phone calls from mentors with questions about how to turn-in weapons.

- b. When did you first learn that weapons issued from 22 Bunkers had been used by Paravant contractors?**

Answer 5.b.: I am currently not aware that weapons issued (or distributed) by 22 Bunkers were used by Paravant contractors. On 8 July 2009, I was informed that law enforcement personnel had a warrant for weapons that had been turned in by Counter Narcotics mentors on 2 June 2009, which were allegedly used by Paravant contractors in a shooting incident. Upon learning this I immediately notified my Chain of Command.

- c. If the weapons were provided, did you discuss the purpose for which they were intended? Please describe that discussion, including when it took place and who was present?**

Answer 5.c.: No, because as stated in my answer to 5.b., I was not and am not aware that this was the case.

- d. Did you discuss with Mr. Stratton or anyone at Blackwater why the weapons had been used for an unauthorized purpose? If so, please describe that discussion(s), including when it took place and who was present?**

Answer 5.d.: Shortly after learning that weapons turned in to 22 Bunkers by Counter Narcotics were alleged to have been used in the shooting by Paravant, I recall confronting Mr. Stratton via telephone about why he had not told me about the status of the weapons. He responded with words to the effect of he was unaware that they had been used in the shooting.

Weapons Provided to Other Contract Companies

6. A December 2007 email provided to the Committee by Blackwater suggests that you were approached by David Wilson in late 2007 about providing weapons from 22 Bunkers to another contract company.

- a. Did you or anyone else at 22 Bunkers provide those weapons?**

Answer 6.a.: No, not that I recall. I do not recall being approached by David Wilson or any weapons transactions involving anyone by that name in December 2007. During my 2 ½ years in Afghanistan working with weapons, I am frequently emailed, called, or approached by mentors from various countries and agencies asking about how to obtain weapons.

- b. Was JD Stratton or anyone else at Blackwater involved in the request or the transaction? If so, please describe how?**

Answer 6.b.: Unknown.

- c. If the weapons were provided, did you discuss the purpose for which they were intended? If so, please describe that discussion, including when it took place and who was present.**

Answer 6.c.: See answer 1.c.

7. Documents provided by CSTC-A show that weapons were provided to Stephanie Perry at Dyncorp.

- a. Did you transfer those weapons or facilitate the transfer of those weapons to Dyncorp?**

Answer 7.a.: The documents provided by CSTC-A show that Stephanie Perry signed for weapons being issued to a unit within the Afghan National Police, specifically ANCOP Kabul.

- b. At the time of the transfer of weapons to Dyncorp personnel, was the purpose for which they were intended discussed with you? If so, please describe that discussion, including when it took place and who was present.**

Answer 7.b.: See answer 1.c.

- c. If such weapons were provided, was the transaction approved by the Ministry of the Interior and/or CSTC-A? If so, who at the MOI and/or CSTC-A?**

Answer 7.c.: See answer 1.d

Other

8. Are you aware of anyone from Blackwater attempting to return government furnished weapons that had been assigned to the company by CSTC-A for their use on a CSTC-A contract, and being told to keep them.

Answer 8.: No, not until I was approached by Mr. Stratton on 16 February 2010, asking how to turn-in weapons that he claimed belonged to CSTC-A. Due to the ongoing Senate Armed Services Committee hearing and based on guidance from my legal representation, I told him I could not talk with him. I told him to have another person from Blackwater/Xe contact me and I will give them directions on how to turn-in any weapons. I did not tell him to keep the weapons. I am not currently aware of any conversation in which Blackwater/Xe was told to keep weapons they were attempting to turn in.

9. Do you go by the nickname "Guns"?

- a. If not, do you know anyone that goes by that nickname?**

Answer 9 and 9.a.: I do not go by the nickname "Guns." I do not know anyone that goes by the nickname "Guns." As an ordnance officer in the U.S. Navy I am routinely referred to as "Gunner" or as "Gunner Sailer." Mr. Stratton, as a retired Navy Aviation Ordnance Chief, specifically referenced this the first time I met him.



To: Victor Esposito, WPPS Program Manager
From: Mark Peddy, Regional Coordinator for Iraq WPPS Programs
Subject: Termination of Independent Contractor Sebastian Kucharski
Date: 22 September 2006

1. PURPOSE. To outline the events leading to the Independent Contractor's termination of contract with Blackwater Sebastian Kucharski after 560 deployed days.

2. SCOPE.

On 22 September 2006 at approximately 0200 hrs, Sebastian Kucharski was involved in an alcohol related incident which resulted in a physical altercation between himself and another Blackwater Independent Contractor.

Mr. Kucharski's actions and lack of prudent judgment in the consumption of alcohol resulted in an incident culminating in a physical altercation between himself and another Independent Contractor. After the physical altercation, Mr. Kucharski attempted to continue the confrontation and was once again stopped by Guard Force Personnel. Mr. Kucharski then verbally threatened the other Independent Contractor and Guard Force Personnel.

3. RECOMMENDATION.

Sebastian Kucharski conduct failed to meet the professional standard expected by all Blackwater IC's. His actions are an embarrassment to himself and Blackwater USA; therefore, there can be no other recommendation other than the immediate termination of his contract and subsequent removal from this area of operation.

Best Regards,

Mark Peddy
 Regional Coordinator for Iraq
 WPPS Department of State Programs for Blackwater

From: Tony Valusek
Sent: Monday, September 25, 2006 5:53 PM
To: 'isaacpc'; Redacted
Cc: Conner, Billy M; 'Bennettd'; Redacted; Mass, Craig E; Strong, Lionel H; 'DS HTPOPS'; Victor Esposito; Danielle L. Morrison
Subject: Memorandum of Termination for Sebastian Kucharski

Sir,

At your convenience, please review the attached Letter of Termination for Sebastian Kucharski who had served 560 total days on contract up to the time of his termination.

It appears that Kucharski became involved in an alcohol related incident which escalated into a physical altercation between himself and another Blackwater Independent Contractor. Kucharski reportedly threatened another Blackwater Independent Contractor as well as Guard Force personnel who responded to assist with the incident.

As a result of his actions Kucharski's Independent Contractor Services Agreement was terminated effective this date.

Should you require additional information please do not hesitate to contact me.

Respectfully submitted,

Anthony Valusek
Special Projects Manager
WPPS Programs
Blackwater USA

Redacted



DNU RECOMENDATION FORM

Program Manager: Hugh Middleton

IC Name: Johnnie Walker

Description of Incident: Mr. Walker was terminated from his position as in-country PM for Paravant primarily for violating General Order 1, no drinking. By doing so repetitively, he cultivated an environment that indirectly lead to a serious incident which occurred 05 May '09 in Kabul. Additionally, he was an exceptionally ineffective PM. He failed to attend schedule meetings with DoD and NATO counterparts involved in fielding weapons and training to the Afghan National Army. He was consistently late on all required reporting to the Director of Paravant. He failed to provide the Director with meeting notes from a meeting with the CSTC-A Commanding General when asked by the Director to do so. All of the above, to which he admitted fault in doing. He signed his termination letter for alcohol use on 06 May '09.

PM Signature:

Date: 20 May 2009

Use additional sheets if necessary. Statements may be attached.

Exhibit A

Raytheon

David C. Dickman
Vice President
Contracts & Supply Chain

Raytheon Technical Services Company LLC
12160 Sunrise Valley Drive
Reston, Virginia 20191
USA
703.295-2545
703.295.2579 fax

June 9, 2009

Paravant LLC
850 Puddin Ridge Road
Moyock, NC 27958

Attention: Jim Sierawski, Director of Contracts

Subject: Show Cause Notice

- Ref: (1) U.S. Army Prime Contract W900KK-07-D-0001 ("Warfighter FOCUS Contract")
- (2) Subcontract Master Agreement, dated September 17, 2008, Between RTSC and Paravant ("Subcontract")
- (3) RTSC Task Order No. 4500372417 to Paravant, dated October 22, 2008 ("Task Order")

Dear Mr. Sierawski:

Raytheon Technical Services Company LLC ("RTSC") hereby gives notice to Paravant LLC of Paravant's failure to perform the Task Order, issued under the Subcontract, in accordance with its terms and conditions. Accordingly, RTSC directs Paravant to show cause in writing, by 12:00 p.m. Eastern Time on Monday, June 15, 2009, why RTSC should not terminate the Subcontract for default under Article 5 (Termination for Default) of Section D.01 of the Subcontract. Nothing in this letter is intended to waive, or should be construed as waiving, any of RTSC's rights under the Subcontract or the Task Order.

Reference is made to the Paravant shooting incident that occurred around 9 p.m. local time in Kabul on May 5, 2009. The available evidence concerning the incident shows the following: (1) that after consuming alcoholic beverages at a going-away party at the Kabul Military Training Center ("KMTC"), four Paravant personnel checked out two Paravant SUVs and several weapons, including at least one AK-47 assault rifle, and drove off the training center, all without authorization; (2) that one of the SUVs, while speeding and trying to swerve around a slow or stopped truck on Jalalabad Road, rolled over and left the road; and (3) that the two Paravant personnel in the second SUV fired their weapons, including the AK-47, at a car being driven by an innocent Afghan local national, causing the death of a passenger in the car and serious injuries to the driver of the car and to a bystander who is in a coma and not expected to live.

Based on this incident, Paravant is in default of the terms of the Subcontract and Task Order in the following respects:

1. Paravant personnel possessed weapons outside the KMTC on May 5, 2009, without authority or permission and in contravention of (a) DFARS Clause 252.225-7040 (Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States), as incorporated in Subsection D.03 of the Subcontract, (b) Section 4.2 of the Statement of Work, which is incorporated in and made a part of the Subcontract ("SOW"),¹ and (c) Subsections B(i), (iv), and (v) of Section K of the Subcontract.²
2. Paravant personnel consumed alcoholic beverages on May 5, 2009, in contravention of Section 4.2 of the SOW and Subsections B(i), (iv), and (v) of Section K of the Subcontract;³
3. Paravant personnel drove vehicles off-base for reasons unrelated to the performance of the Subcontract, in contravention of Section 4.2 of the SOW and Subsections B(i), (iv), and (v) of Section K of the Subcontract;
4. Paravant failed to report the May 5, 2009, incident in a timely manner to RTSC or the U.S. Army, in contravention of Section 4.2 of the SOW and Subsections B(i), (iv), and (v) of Section K of the Subcontract; and

¹ SOW Section 4.2 obligates Paravant to ensure that its personnel perform "in a competent, quiet, and lawful manner . . . in a way that does not cause contractor to break any laws or . . . cause . . . CSTC-A . . . any embarrassment. Contracted employees will follow and obey any and all rules [and] regulations . . . devised by the contractor, CSTC-A, and the ANA."


² These provisions state in part that "Subcontractor will ensure that its personnel, representatives, and agents behave at all times in accordance with the highest professional and ethical standards" and that "Subcontractor will comply with, and shall cause all of its personnel, representatives, and agents to comply with, all applicable laws, regulations, treaties, and directives in the performance of this Subcontract."

³ CENTCOM General Order 1B, incorporated into the Subcontract by DFARS 252.225-7040(d)(4), prohibits the "possession . . . or consumption of any alcoholic beverage in . . . Afghanistan."

5. Paravant failed to exercise sufficient command, control, and oversight of its personnel, resulting in the multiple violations of applicable contract requirements associated with the incident, in contravention of Section 4.2 of the SOW, Subsections 7.1 and 7.9.1 of Section A of the Subcontract,⁴ paragraph 20 of Subsection D.01 of the Subcontract,⁵ and Subsections B(i), (iv), and (v) of Section K of the Subcontract.⁶
6. Paravant has caused grievous embarrassment and other reputational damage to the U.S. Army and RTSC in violation of Section 4.2 of the SOW.

As a result of the foregoing, RTSC may terminate the Subcontract for default in accordance with paragraph (a) of Article 5 of Section D.01 of the Subcontract. Before making a final decision in this matter, RTSC directs Paravant to deliver to the undersigned a submission in writing addressing RTSC's right to terminate the Subcontract for default. RTSC may consider Paravant's failure to present such a submission by 12:00 p.m. Eastern Time on Monday, June 15, 2009, as an admission of the contents of this notice.

Sincerely,


David C. Dickman

⁴ Subsection 7.1 provides that Paravant "shall organize, coordinate, and control its program activities to ensure compliance with the Subcontract requirements in a professional manner." Subsection 7.9.1 provides in part that Paravant "shall be responsible for and have control over the acts, errors and omissions of its lower-tier subcontractors and any other persons performing any of Subcontractor's obligations under this Subcontract."

⁵ Paragraph 20 provides in part that "Seller shall be responsible for the actions and failure to act of all parties retained by, through, or under Seller in connection with the performance of this Purchase Order."

⁶ Subsection B(i) warrants that Paravant "will be fully responsible for the effective and responsive management and direction of all Subcontractor personnel, representatives, and agents."



June 15, 2009

Mr. David C. Dickman
Vice President
Contracts & Supply Chain
Raytheon Technical Services Company, LLC
Reston, Virginia 20191

RE: **Show Cause Notice dated June 9, 2009**

Dear Mr. Dickman:

This letter responds to your correspondence dated 9 June 2009 requesting Paravant LLC ("Paravant") to show cause why Raytheon Technical Services LLC ("RTSC") should not terminate for default the Subcontract Master Agreement between RTSC and Paravant dated 17 September 2008 ("Subcontract"). Paravant has not defaulted under Article 5 of Section D.01 of the Subcontract based on the events of 5 May 2009 described in your letter (the "Show Cause Notice"). These events, while tragic and unfortunate, either do not constitute a breach of the Subcontract or RTSC waived or is otherwise estopped from terminating the Subcontract based on RTSC's full knowledge and consent to Paravant's actions.

A. *The Actions of the Four Off-Duty Independent Contractors Are Outside the Scope of the Subcontract and Are Unrelated to Subcontract Performance*

Although the four individuals were independent contractors performing services for Paravant prior to 5 May 2009,¹ it is hornbook law that an entity is not liable for misconduct of one of its employees or that occurs beyond the scope of that individual's employment. An entity is likewise not liable for actions of an independent contractor involving conduct beyond the scope of the contractor's engagement. Accordingly, such conduct provides no basis for RTSC claiming the right to terminate the Subcontract by default.

¹ At the time of the incident, two of the four independent contractors may not have been a subcontractor to Paravant. On 5 May 2009 at 0941 hours Kabul time, Messrs. McClain and Amando submitted a joint e-mail with the subject line entitled stationary "5 may 2009 letter of intent" and stating that "it is time to move on" and expressing "appreciat[ion for] the opportunity . . . to work for this company." Paravant reserves its rights on this topic.



The clauses in the Subcontract cited in the Show Cause Notice do not hold Paravant contractually responsible for the conduct of independent contractors, let alone Paravant's "personnel, representatives or agents," when those individuals are engaged in conduct unrelated to the performance of the Subcontract or their contracted duties:

- Section 7.1 of the Subcontract applies only to "program activities."
- Section 7.9.1 of the Subcontract only applies to the performance of the "Subcontractor's obligations under this Subcontract."
- Section 4.2 of the Subcontract's Statement of Work ("SOW") applies only to "the performance of the "jobs" and the "tasks . . . to be accomplished" under the Subcontract. Moreover, Section 4.2 also expressly limits its application to the contractor's "employees" and does not extend to Paravant's subcontractors, including independent contractors.
- Section 4.3 of the SOW only applies to "training" under the subcontract.
- Subsections B(i), (iv), and (v) of Section K of the Subcontract only apply to actions taken "during the performance of this Subcontract." Indeed, the reference the "management and direction" and the "behav[ior]" of "personnel, representatives, agents," is in the context of the "Subcontractor's obligations under the Subcontract" and the Subcontractor's "performance of this Subcontract."
- Paragraph 20 of Subsection D.03 of the Subcontract only applies to Paravant's obligation to maintain insurance for certain acts and omissions. Paragraph 20 contains no affirmative, contractual obligation to supervise, control, or prevent poor judgment of off-duty individual engaged in activities unrelated to the performance of the Subcontract.

At all times relevant to the 5 May 2009 incident, the four off-duty independent contractors were not engaged in "program activities" (Subcontract, Section 7.1), were not "performing any of the Subcontractor's obligations" (Subcontract, Section 7.9.1), were not performing any "job" or accomplishing any "task" under the Subcontract (SOW, Section 4.2), were not engaged in any "training related incident" (SOW, Section 4.3) or other contracted task "during performance of this Subcontract" (Subsections B(i), (iv), and (v) of Section K of the Subcontract). The terms of the Subcontract do not obligate Paravant to be the guarantor of personal, off-duty, out-of-scope behavior of all independent contractors and other subcontractor personnel 24 hours a day, seven-days-a-week.²

² If RTSC believes that Paravant has an obligation to supervise all subcontractor personnel at all times, Paravant provides notice under Section 15 of the Subcontract (Changes) that RTSC has requested a change to the contract that will "cause an increase . . . in the cost of performance of this Purchase order." Paravant will need to submit a request for equitable adjustment for the additional personnel, security, and other costs of providing such "24-7" supervision throughout Afghanistan.



That the Subcontract provisions cited in the Show Cause Notice do not cover individual conduct unrelated to the performance of the contract is of no surprise. A company is not liable for the acts of its independent contractors that cause harm to others except in limited circumstances that are inapplicable here. See *Norfolk & Western Ry. Co. v. Johnson*, 207 Va. 980 (Va. 1967).³ There is no dispute that these four independent contractors were off-duty and not engaged in any training or other task required under the contract. Indeed, as discussed *infra* regarding use of the vehicles involved in the 5 May 2009 incident, RTSC admits in the Show Cause Notice that the entire trip by the four independent contractors was "unrelated to the performance of the Subcontract."

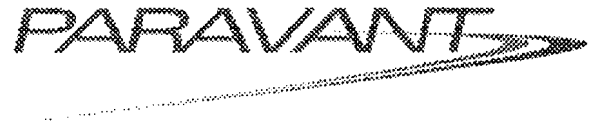
This conclusion is evident, even if the individuals responsible for the May 5 2009 incident were employees of Paravant, rather than independent contractors. It is axiomatic that employers are not liable for the actions of their employees taken beyond the scope of employment. Virginia case law establishes that, even in the extreme situation where an employee shoots other individuals ostensibly while the employee is on duty, the employer is not liable where the conduct is clearly outside the scope of the employee's duties. *Kensington Assoc. v. West*, 234 Va. 430 (Va. 1987); *Cary v. Hotel Rueger, Inc.*, 195 Va. 980 (Va. 1954). As discussed above, the Subcontract's terms do not go beyond this basic hornbook law.

Because the termination for default provision of the Subcontract applies only to activities within the scope of the Subcontract's performance, the conduct of the four off-duty independent contractors cannot constitute a breach for an alleged failure "to exercise sufficient command, control, and oversight of its personnel." Other specific allegations in the Show Cause Notice are addressed below.

B. Possession of Weapons

RTSC has ratified the use of weapons, waived any right to claim breach, and is equitably estopped from seeking termination of the Subcontract on the grounds that "Paravant personnel possessed weapons outside the KMTC on May 5, 2009, without authority or permission" At all times relevant to the Show Cause Notice, RTSC's Country Manager, Mr. Brian McCracken, had full knowledge of the possession and use of such weapons by the Paravant independent contractors.

³ Section 7 of Subsection D.01 of the Subcontract specifies that "the Purchase Order will be construed and interpreted according to the laws of the State where the Purchase Order is issued, without resort to said State's Conflict of Law Rules." The Purchase Order was issued in the Commonwealth of Virginia. Although the legal status of the relationship vis-à-vis Paravant and its independent contractors is not controlled by the terms of Subcontract, Paravant cites Virginia law as for illustrative purposes. The laws of other relevant states are similar on this point.



The record is undeniable that Mr. McCracken, when functioning as Paravant's Vice President and setting up this program, directly participated in the planning and equipping of Paravant independent contractors with weapons for personal protection. Mr. McCracken worked directly with the personnel in charge of a company-owned armory in Kabul, operated by U.S. Training Center ("USTC"), an affiliate of Paravant, to obtain those weapons. When requesting weapons in an internal e-mail on October 17, 2008, Mr. McCracken stated, "As for weapons. We only want them so that we are armed while transiting from the Airport to Eggers, Phoenix, flying to Jbad, Kandahr, [and] Gardeyz." He further stated in the same e-mail that the weapons were needed for "making regular trips to the airport, Eggers and KMTC in vehicles." Not only was it Mr. McCracken's intent for the weapons to be carried and used for personal security off the training range, Mr. McCracken had personal knowledge that such weapons were used by Paravant independent contractors when driving vehicles outside of KMTC. Mr. McCracken himself carried a weapon in the same manner while in Kabul working for Paravant while lacking authority to possess a weapon under his then existing Letter of Authorization ("LOA").

The record is also clear that Mr. McCracken sought to change the ("LOAs") to permit the possession of weapons, even after leaving Paravant and working as RTSC's Country Manager. After Paravant replaced Mr. McCracken, the new Vice President of Paravant learned that Paravant's independent contractors possessed weapons without the proper authorization under the LOAs. The new Paravant Vice President promptly sent an e-mail to Mr. McCracken on 11 March 2009 asking, "Did Raytheon approve carrying weapons for Paravant? Are they, Raytheon, actively seeking to provide us with an LOA for weapons?" Mr. McCracken replied that as RTSC's new Country Manager, "I will be the one actively seeking a change in the LOA to carry weapons." He further replied, "COL Wakefield apparently did not do this [*i.e.*, request a change to the LOA's] correctly. Again, *this is something that falls on the new Raytheon Country Manager to get* as no one at CSTC-A knows how to make the request, although all agree it needs to be done." (Emphasis added.) The only limitation mentioned by Mr. McCracken in the same e-mail was to "not carry weapons when [the independent contractors] were going to the chow hall, work out rooms etc. . . ."

Therefore, RTSC's Country Manager had full knowledge of Paravant possession and use of weapons and ammunition for personal protection outside of KMTC, including their use when driving vehicles off the base. That knowledge is imputed to RTSC. Section 8.3 of the Subcontract, under the Section entitled "RTSC Responsibilities," states, "If RTSC observes or otherwise becomes aware of a defect or deficient in Subcontractor's performance, RTSC shall give prompt written notice to the Subcontractor." Notwithstanding Mr. McCracken's first-hand knowledge, neither he nor any other official at RTSC instructed Paravant to discontinue the possession or use of the weapons for personal security prior to the 5 May 2009 incident. RTSC has ratified the use of such weapons, waived any alleged violation of the Subcontract, and is equitably estopped from terminating the Subcontract based



on "Paravant personnel possess[ing] weapons outside the KMTC on May 5, 2009, without authority or permission" ⁴

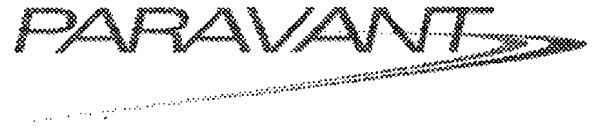
C. Consumption of Alcoholic Beverages

While Paravant acknowledges that the individuals involved in the 5 May 2009 incident violated Paravant's written no-alcohol policy, those violations provide no basis for termination of the Subcontract. As discussed above, the four independent contractors were off-duty and not performing any obligation under the Subcontract. To the extent that each of the four individuals possessed or consumed alcoholic beverages on 5 May 2009, those individuals violated the terms of Paravant's independent contractor agreement as well as CENTCOM's General Order 1B. However, such actions are those of the four individuals and not of Paravant. Moreover, by its terms General Order 1B applies only to individuals ("This General Order 1B is applicable to all United States Military Personnel, and to all civilians, including contingency contractor personnel . . ."). In addition, Paravant did not supply or have knowledge of the alcohol. Not only did each of the four independent contractors sign Paravant's no-alcohol policy, each one received at least one in-country briefing regarding that policy. ⁵

Paravant's ability to monitor and enforce its own no-alcohol policy has been undermined by the actions of RTSC's management personnel in Afghanistan. For example, Paravant and USTC personnel have been informed that RTSC's management personnel consumed alcohol in Kabul with Paravant's then-In Country Manager during the evening of 22 April, 2009 at Becochios Restaurant in Kabul. Paravant subsequently terminated the contract with that In-Country Manager for violation of Paravant's alcohol policy and other reasons, only to be instructed by RTSC Country Manager that Paravant must continue contracting for the services of this individual for 30 days, even "if you make him a bus driver." Paravant did not follow this instruction.

⁴ Nor was the government customer unaware that Paravant independent contractors possessed weapons. It appears that Col. Bradford Wakefield had knowledge that Paravant independent contractors possessed such weapons, had purportedly taken action to request that the LOAs be modified (according to Mr. McCracken), and agreed that they were needed (according to Mr. McCracken). Likewise, on 8 January 2009, Paravant received an e-mail inquiry stating that "the Commander of ARSIC-S [Afghanistan Regional Security Integration Command – South]" wanted to know why Paravant instructors "are carrying the AK[-47] when they are teaching M16 Rifle marksmanship," further explaining that "[s]eeing the [instructors] carrying [the AK-47] weapons [that] they [i.e., the Afghans] are used [sic] to and don't want to part with sends a mixed message" and further reporting that the Commander of ARSIC-S "asked what solution is possible and how soon it could be implemented."

⁵ The lead Army investigator verbally informed Paravant personnel during a debriefing on 19 May 2009 in Kabul that it was his conclusion that alcohol was not a contributing factor in the 5 May 2009 discharge of weapons.



Similarly, RTSC's Country Manager told a USTC Vice President in a telephone conversation occurring at approximately between 1000 and 1100 hours (EDT) on 29 April 2009, that he had a "case of Corona" beer in his room and looked forward to a toast to "Flashman" (a character in a loaned book from the USTC Vice President). Even assuming the Subcontract obligated Paravant to supervise and monitor all off-duty conduct of an independent contractor, the conduct of RTSC's own management regarding the use of alcohol sends the wrong message and has materially interfered with Paravant's ability to monitor and enforce its no-alcohol policy. As a result, RTSC has waived or is estopped from terminating the Subcontract for "Paravant personnel consum[ing] alcoholic beverages on 5 May 2009"

D. Use of Vehicles Off-Base for Reasons Unrelated To the Subcontract

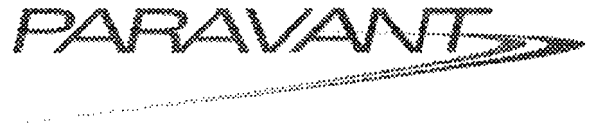
Paravant agrees with RTSC that the use of the two vehicles by the four off-duty independent contractors on the evening of 5 May 2009 was "unrelated to the performance of the Subcontract" (Show Cause Notice, at 2.) By this statement, RTSC admits that the actions of the four off-duty independent contractors after leaving the base on the evening of 5 May 2009 were also "unrelated to the performance of the Subcontract" as discussed above. Therefore, for the same reasons as previously discussed, RTSC cannot terminate Paravant's Subcontract based on the use of a vehicle unrelated to the Subcontract. Moreover, the Subcontract provisions cited in the Show Cause Notice do not restrict Paravant's use of vehicles.

In addition, notwithstanding that the off-duty behavior of independent contractors is outside the scope of the terms of the Subcontract, Paravant on its own initiative issued an internal policy regarding the use of vehicles in December 2008. That policy states:

Official Use Only. Official use is defined by vehicle use that is required to accomplish your mission. Movement to and from work areas's [sic], i.e. ranges/classrooms, movement to official meetings/briefings, movement to and from airports to drop off or pick up personnel and movement to and from to pick up supplies.

Paravant Vehicle Use Policy, dated 1 December 2008.

The independent contractor's use of the vehicles on the evening of 5 May 2009 was not for official use and, as acknowledged by RTSC, was unrelated to the Subcontract. After the incident, as a responsible contractor, Paravant recognized the need to established additional restrictions on the access to vehicles, but those restrictions were taken for internal purposes only and not to remedy a breach of the of the Subcontract.



E. Reporting Of the 5 May 2009 Incident in a Timely Manner

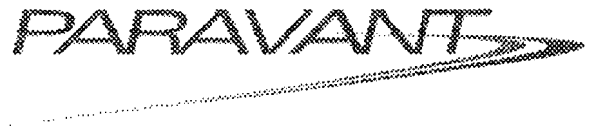
Paravant provided actual or constructive notice of the 5 May 2009 incident to RTSC and the U.S. Army in a timely manner.⁶ The incident occurred at approximately 2130 hours local Kabul time. In a further error in judgment, the four independent contractors contacted Mr. Johnnie Walker, the recently terminated Paravant In-Country Program Manager, rather than contacting the new Paravant In-Country Program manager, Mr. Tom Adams.

At approximately 0030 hours (Kabul time) on 6 May 2009, the USTC In-Country Program Manager, Mr. Mike Bush, first learned, indirectly from a source in the U.S. Embassy, that an incident occurred hours earlier that may have involved Paravant independent contractors. Mr. Bush notified headquarters in Moyock, NC, by telephone at approximately 0045 hours local time (1615 hours EDT on 5 May). However, little hard facts were known at the time and company personnel in Kabul were in the process of attempting to obtain hard facts on the incident.

At approximately 2045 EDT on 5 May 2009 (4 and ½ hours after USTC first receives notice of the incident), Mr. Jim Sierawski, Senior Vice President of USTC, telephoned Ms. Jennifer Joy at RSTC and informed her that an incident occurred and that the company was investigating.

In addition, approximately three hours later at 2330 EDT on 5 May 2009, company personnel in Moyock asked its managers in Kabul if RTSC's Country Manager, Mr. McCracken, had been notified of the incident but were told that he was believed to be in Mazaar and out of reach of communications. The next morning Mr. McCracken returned from Mazaar and called Paravant's new in-country Program Manager at approximately 2000 local Kabul time. Paravant understands this telephone call occurred shortly after Mr. McCracken landed in Kabul and after learning of the incident from another source. Paravant's In-Country Program Manager, Mr. Adams, discussed the incident with Mr. McCracken during the telephone call. Therefore, Paravant informed RTSC's Country Manager upon the first opportunity after learning that he had returned to Kabul with access to communications.

⁶ The Subcontract provisions cited in the Show Cause Notice do not contain any express requirement to provide RTSC and the Army notification of an incident, let alone an off-duty incident unrelated to actual performance of the Subcontract. While reserving all rights, whether a contractual obligation to provide such notice exists becomes a moot issue because Paravant provided actual or constructive notice in a timely manner.



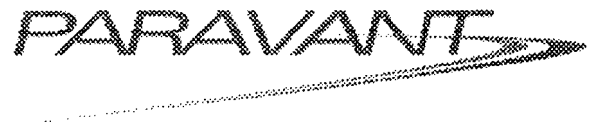
Mr. Sierawski again telephoned Ms. Joy on 6 May 2009 at approximately 1800 hours (EDT). Ms. Joy informed Mr. Sierawski that no one within RTSC, including Mr. McCracken, had informed her of the incident. At that time, Mr. McCracken had knowledge of the incident for approximately 6 hours. In comparison, Mr. Sierawski notified Ms. Joy within 4 and ½ hours of USTC's In-Country Program Manager first obtaining knowledge of the incident. In other words, Paravant/USTC provided more timely notice to Ms. Joy than did RTSC's own Country Manager. Therefore, Paravant timely reported the incident to RTSC.

In addition, at approximately 1300 hours (Kabul time) on 6 May 2009, USTC's In-Country Program Manager, Mr. Bush, met with a representative of the Afghan National Police and disclosed the incident. At approximately 1500 hours (Kabul time) on 6 May 2009, Mr. Bush met with Lt. Col. Nikklia (CSTC-A). Paravant and USTC immediately cooperated with the U.S. Army's investigation. Given U.S. Army's prior knowledge of the incident, further notification by Paravant to the U.S. Army was not necessary. Paravant's cooperation and sharing of information with Lt. Col. Nikklia is constructive and timely notice of the incident. Based on the foregoing, RTSC has no grounds to terminate the Subcontract based on an alleged failure to timely notify RTSC or the Army.

F. Paravant Did Not Cause Grievous Embarrassment or Damage to the Reputation of RTSC or the U.S. Army

The Show Cause notice alleges that "Paravant has caused grievous embarrassment and other reputational damage to the U.S. Army and RTSC in violation of Section 4.2 of the SOW." Section 4.2 of the SOW states, "The tasks are to be accomplished in a way that does not . . . cause the contractor, CSTC-A or the ANA any embarrassment."⁷ While Paravant agrees the 5 May 2009 incident produced tragic and unfortunate consequences, the proximate cause of the incident was the conduct of four off-duty individuals engaged in activities outside the scope of the Subcontract and not in connection with any contracted "tasks." Therefore no basis exists for RTSC to terminate the Subcontract on this ground.

⁷ Strictly interpreted, Section 4.2 of the SOW does not reference RTSC.

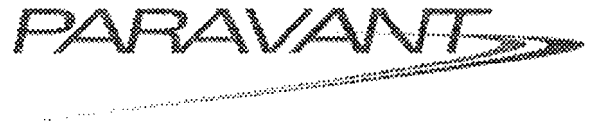


Moreover, the President of Paravant's parent company, Xe Services LLC, Mr. Joseph Yorio, traveled to Kabul and met with General Formica, the Commander of CSTC-A, and other U.S. Army officials. Various U.S. Army officials uniformly praised Paravant's contracted work in Afghanistan as "outstanding." During his visit, no U.S. Army personnel indicated that Paravant caused grievous embarrassment or damage to the reputation of the U.S. Army.⁸ In addition, when the General Counsel of Xe Services traveled to Kabul in response to the 5 May 2009 incident, the Army Sergeant in Public Affairs informed him after the 19 May 2009 debriefing that "the company's response has been great and very professional." Mr. Yorio also met with high-ranking officers from the Afghanistan National Army, Air Force, Border Patrol, and Police, all of which praised Paravant's performance and never expressed any grievous embarrassment allegedly caused by Paravant.

Paravant suggests that RTSC focus on the company's actions in response to the off-duty conduct of the independent contractors, all of which supports the conclusion that Paravant is a responsible contractor. As described in Paravant Director Hugh Middleton's letter to Mr. Lorenzo Verniani, dated 3 June 2009, a copy of which is attached for your convenience, Paravant instituted multiple corrective actions and improvements both prior to and after the May 5th incident. These actions reflect changes to internal policies to correct and improve performance, not to remedy deficiencies in performance under the Subcontract.

Paravant's actions include terminating Paravant's In-Country Program Manager, Mr. Johnnie Walker, just days before the incident, and terminating and replacing the Team Leader and Assistant Team Leader with direct supervision over the four independent contractors on the morning of 5 May 2009 – prior to the incident – for substandard performance. Paravant's management in Moyock also directed that all weapons be collected from Paravant independent contractors prior to being directed to do so by RTSC. Both Paravant and RTSC quickly recognized that the collection of weapons should not wait for the efforts of RTSC's Country Manager to revise the LOAs to authorize the possession of such weapons.

⁸ Paravant understands that Colonel Curly the CSTC-A J7 recently requested that Paravant provide another 11-man team. The request was made through Mr. McCracken to Mr. Adams.



Given Paravant's swift and appropriate response to the 5 May 2009 incident, it would be improper for RTSC to terminate the Subcontract, under which Paravant has met all of its obligations. Paravant reserves all of its rights under the Subcontract, but looks forward to continuing its successful relationship with RTSC through this Subcontract. If you have any continuing concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Hugh Middleton".

Hugh Middleton
Director

Enclosure

cc: Joseph Yorio, President, Xe Services LLC
Danielle Esposito, Chief Operating Officer, Xe Services LLC
Jim Sierawski, President, U.S. Training Center
David Hammond, General Counsel, Xe Services LLC



Raytheon Technical Services Company LLC
 Warfighter FOCUS Program
 12792 Research Parkway
 Orlando, FL 32826-2718

July 02, 2009

Paravant LLC
 850 Puddin Ridge Road
 Moyock, NC 27958

Attention: Jim Sierawski, Director of Contracts

Subject: Interim Reply Concerning Show Cause Notice

- Ref: (1) Subcontract Master Agreement, dated September 17, 2008, Between RTSC and Paravant ("Subcontract")
- (2) RTSC Task Order No. 4500372417 to Paravant, dated October 22, 2008 ("Task Order")
- (3) U.S. Army Prime Contract W900KK-07-D-0001 ("Warfighter FOCUS Contract")

Dear Mr. Sierawski:

Raytheon Technical Services LLC ("RTSC") has received Paravant's response of June 15 to RTSC's show cause notice of June 9, issued under the reference (1) subcontract and reference (2) task order, issued under the reference (3) prime contract with the U.S. Army. RTSC is reviewing your response and reserves the right to respond further. However, we are sufficiently troubled by certain of the assertions contained in your response that we feel the need to reply to them on an interim basis, pending further developments and the ultimate resolution of this matter.

Especially troubling is Paravant's legal position regarding the limits of its contractual responsibility for its trainers, grounded on the assertion that they are "independent contractors." Even if that assertion were correct (and Paravant never sought the contractually required consent to subcontract any of the work, let alone all of it), Subsection 7.9.1 of Section A of the Subcontract states that Paravant "shall be responsible for and have control over the acts, errors and omissions of its lower-tier subcontractors and any other persons performing any of Subcontractor's obligations under this Subcontract." The terms of this obligation are clear and unqualified. Accordingly, RTSC rejects Paravant's attempt to disclaim its contractual responsibility for its trainers and to deny its clear breaches of the Subcontract based on their asserted status as independent contractors.

Equally troubling is Paravant's assertion that bears no contractual responsibility for the actions of its trainers at any time other than during the performance of training activities. To the contrary, reflecting the obvious fact that the Paravant trainers are operating alongside the U.S. Army in "24/7" war zone, Subsections B(i), (iv), and (v) of Section K of the Subcontract state in relevant part that "Subcontractor will ensure that its personnel, representatives, and agents behave *at all times* in accordance with the highest professional and ethical standards" and that "Subcontractor will comply

7/2/2009

Page 1 of 2



Raytheon Technical Services Company LLC
Warfighter FOCUS Program
12792 Research Parkway
Orlando, FL 32826-2718

with, and *shall cause all of its personnel, representatives, and agents to comply with*, all applicable laws, regulations, treaties, and directives in the performance of this Subcontract.” (Emphasis added.)

Given this unambiguous language and its obvious intent to avoid bringing discredit onto the U.S. Army, Paravant’s responsibilities cannot and do not end when its trainers clock out. Thus, on May 5, Paravant violated its responsibilities when it permitted four of its trainers to retain or reacquire their Paravant-issued weapons after the training day ended, and when it allowed them to drive Paravant-owned vehicles out of the Kabul Military Training Center and onto a public highway while under the influence of alcohol, with tragic consequences.

Finally, the fact that an Army public affairs official praised Paravant six weeks ago for its after-action investigation of the May 5 incident has nothing to do with the question of whether Paravant’s breaches have caused embarrassment to the U.S. Army, not to mention Raytheon. Section 4.2 of the Statement of Work obligates Paravant to ensure that its personnel perform “in a competent, quiet, and lawful manner . . . in a way that does not cause contractor to break any laws or . . . cause . . . CSTC-A . . . any embarrassment.” Even leaving aside the reputational consequences for the Army in Afghanistan (where the extent of civilian casualties caused by U.S. military operations has undercut the effectiveness of U.S. foreign policy in the country), the embarrassment to the U.S. Army and to Raytheon includes an avalanche of negative press, special scrutiny of PEO STRI by the Commission on Wartime Contracting, a DCAA inquiry, a Department of Justice request for documents in connection with a MEJA case, and a Congressional inquiry. These consequences, which are still unfolding, flow directly from Paravant’s breaches of contract on May 5 and the ensuing incident, as described in the show cause notice.

In short, RTSC rejects Paravant’s unfounded interpretations of its contractual obligations, denies that RTSC has waived its rights under the Subcontract or task order, and denies that RTSC is estopped from raising any of Paravant’s breaches of contract. To the contrary, RTSC reasserts the validity of each of the bases for termination that we enumerated in the show cause notice. As indicated, RTSC is continuing its review of the situation, and reserves the right to respond more fully at a later date.

Sincerely,

Lorenzo Verniani
Manager, Subcontracts
Raytheon Technical Services Company LLC

Redacted

Redmon, Brian C USA LTC USA KMTC 33rd BCT TAG Commander

From: Merriman, Peter W Mr ARMY GUEST NG NGB GBR [Redacted]
Sent: Thursday, February 12, 2009 1:43 PM
To: Redmon, Brian C USA LTC USA KMTC 33rd BCT TAG Commander
Cc: brian.sherider [Redacted]
Subject: Re: 22 Bunkers

Brian,

There should be some form of C2 relationship established. CTAG reports through CHTF-P for this reason.

Brian S - please investigate what the C2 of each of the U/m is. Unless TACON to KMTC mentor GP I'd agree with Brian's assessment.
PWM

----- Original Message -----

From: "Redmon, Brian C USA LTC USA KMTC 33rd BCT TAG Commander"

<brian.c.redmon [Redacted]>

Date: Thursday, February 12, 2009 7:50

Subject: 22 Bunkers

To: "Merriman, Peter W GBR COL GBR ARMY CSTC-A CTAG"

<Peter.Merriman.GBR [Redacted]>

Cc: "Nikkila, Sean C USA LTC USA KMTC 33 BCT TAG"

"Ekman, Craig R USA LTC USA 33rd BCT CJTF Phoenix" [Redacted]

> Sir,
 > I have been asking who 22 Bunkers works for since my arrival. To
 > date, I have not received an official answer. According to them, they
 > get very little guidance from anyone, but when they do, it is someone
 > from CSTC-A CJ4, never the same person. The incident yesterday
 > highlights the issue. We have the following organizations living at
 > Camp Alamo who do NOT report to the KMTC Mentor Group:
 >
 > 22 Bunkers ANA (?)
 > 22 Bunkers ANP (?)
 > NCOTT (CTAG - TBD?)
 > SGM Academy (CSM Coleman)
 > Biometrics Spt Tm (CSTC-A CJ2)
 > Paravant NATO Wpn Fielding Contract (CSTC-A CJ7) Literacy Contract
 > (CSTC-A CJ7) SECFOR (TF Phoenix)
 >
 > I am unclear as to my responsibilities to these groups with respect to
 > incident reporting. My belief is that if one of the above has an
 > incident, not on KMTC or Cp Alamo, then THEY report it through THEIR
 > Chain of Command. I don't believe I should have a responsibility for
 > their actions unless it occurs on KMTC or Cp Alamo. For situational
 > awareness, they could let me know what happened, but it should not be
 > my responsibility to police up their reports.
 >
 > Your guidance?
 >
 > BRIAN C. REDMON
 > LTC (P), AR
 > Commander, KMTC
 > Mentor Group

[Redacted]

Alexis Smith

From: ParavantAWPM [Redacted]
Sent: Tuesday, May 05, 2009 5:24 AM
To: Alexis Smith
Cc: Hugh Middleton
Subject: Re: FW: Leave

Alexis, wow where to begin. Hugh emailed you about firing two personnel in Team 1(Newman the TL, and the Asst Team leader) who is in charge will only be a temp guy until I can find a new guy and put him in the position, I am well aware this will change his pay and I will inform you as soon as I have some new blood come in.

There will be no more moving people between Teams if you don't cut it with one Team you are gone another Team will have the same issues, a dirt bag is a dirt bag. I will send you MFR will the two people we fired today and I want to insure with the Memo I send you its added to there packet back home and we due not hire them again

Team 1 is down in the dumps and only a acting TL will be in place today ,I have not chosen one yet because they all are so average and the US Army cant stand any of them.(my Problem not yours) But I know to keep you guys informed. Wehr I am trying to get some documentation on about getting arrested but I will and hopefully he will not come back

Schedule changes you and I are just going to have to push the hard right answer, fill out the request and I see your email traffic to the TL on forecasting, hopefully Alexis the Firm stance I have taken in a couple weeks will take over ,people are still testing the waters.

I have sent you a copy of the guidance I have given the TLs and CSTC-A guidance, this can also be added to the packet I want to create for you to give the new member, he does not need the TL only's notes but the CSM guidance is important. So the packet I would like you to give all contractors coming down range would consist of Welcome letter(not done) SOWV4, CSM guidance, Team Leader brief(power point) slide show.

I will finish the welcome letter ASAP, tell me if I missed anything!!!!!!!

More later Thanks and I will call you tonite to insure we are straight on people and who moved where and why, Tom

[Redacted]



**DEPARTMENT OF DEFENSE
COMBINED SECURITY TRANSITION COMMAND – AFGHANISTAN
KABUL, AFGHANISTAN
APO AE 09356**

REPLY TO
ATTENTION OF:

CSTC-A CTAG

10 JUL 2009

MEMORANDUM FOR CG CSTC-A

SUBJECT: KMTC Contractor Oversight Report

Reference:

A. CG CSTC-A memorandum dated 23 June 2007.

1. You directed at Reference A that in the wake of the Paravant shooting incident in May 2009, the Chief Mentor of the KMTC Mentor Group conduct a review of policies at KMTC regarding alcohol prohibitions, movement control, contractor oversight, and general standards of conduct.
2. The Chief Mentor has completed his review and his report is attached. I am satisfied that in most areas, adequate policies existed before the incident, but he has nevertheless taken the opportunity to tighten up and improve procedures where more can be done. He has also been proactive in re-emphasising existing policies to those under his command.
3. Lt Col Redmon's report highlights one area concerning contractor oversight and management that continues to be problematic. This situation is not unique to KMTC, but I suspect applies to the whole of CSTC-A. It certainly applies across CTAG. At its root lies uncertainty amongst Senior Mentors as to what their authorities and responsibilities are over contractors working within their AOR when they have not been the contracting officer. This is particularly true for disciplinary type issues. The reasons for this are twofold. There is an inadequate system for briefing mentors upon handover on their relationships and responsibilities to those contractors working within their areas, and secondly, it is difficult to find the military/contractor chain of command explicitly laid out within most contracts through the appointment of a formal contracting officer representative (COR).
4. In the case of KMTC, Lieutenant Colonel (P) Redmon addressed the narrower question of non-carriage of weapons by contractors at KMTC. Notwithstanding, I am concerned that grey areas remain relating to wider issues of responsibility and authority when it comes to policing contractor behaviour. There is a need for explicit guidance from CSTC-A on this issue and future contracts must be more specific on the lines of responsibility for policing issues of conduct and discipline, either through the contract or under an MOU with the head of the establishment in which the contractor resides.

CSTA-CTAG

SUBJECT: Request for Exception to Policy for Foreign National Travel on DOD Aircraft
Training Assistance Group Mobile Training Teams

5. In the wake of this incident, CTAG has taken the opportunity to conduct the same review across all the school houses it mentors. A report summarizing the findings is attached which confirms that adequate policies are in place for military personnel. However, careful reading of the CTC-A reply on contractor travel provides a good example of a case where, although contractors in these establishments may abide by the general provisions of the military code of conduct while in these sites, it is by no means clear what binds them to the full range of military standards other than personal choice if they are not laid out explicitly in the contract.

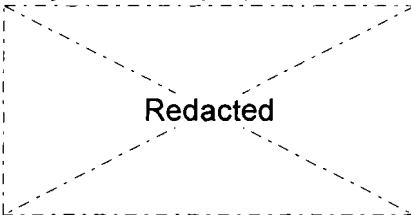
6. In conclusion, I recommend, for immediate effect, CSTC-A disseminate an information paper to inform all commanders of the issues and challenges concerning contractor oversight and to be used as a resource to improve that oversight and resolve contractor-related disciplinary issues. For the longer term, I recommend CSTC-A require all civilian contracts to have a COR appointed at each location where the contract is executed. That COR should spell out the requisite oversight required to help alleviate discipline and work-related issues with the primary COR. Finally, I recommend CSTC-A formalise the mentor handover process to minimize loss of continuity on contract-related issues and ensure all assigned COR are fully aware of their responsibilities.

NEIL BAVERSTOCK
Brigadier, GBR
Commanding General, CTAG

From: William Rebarick
Sent: Wednesday, December 3, 2008 1:18 PM (GMT)
To: Dave Christensen [Redacted] Linda Comfort
[Redacted]
Cc: Jasminka Hadziabdic [Redacted]
Subject: Paravant LOA update - critical

A couple of weeks ago we talked about updating the LOAs for the Paravant employees to allow them to carry arms in Afghanistan. This is now critical as they are routinely getting stopped and having to surrender weapons. Can you guys please check on this?

William Rebarick
Senior Manager
Raytheon Company



From: Robert.Meyle([Redacted])
Sent: Wednesday, January 7, 2009 1:21 PM (GMT)
To: Michael David Brown([Redacted])
Cc: Liz Owen([Redacted]); Lekessa Feagen([Redacted])
 NR([Redacted]) Marm, Joe([Redacted]) <Joe.Marm([Redacted])>
Subject: RE: Need Approval from CENTCOM for weapons authorization in SPOT (UNCLASSIFIED)
Attach: MONTHLY Civilian Arming Program GREEN and RED Report 31 December 08.xls;Red green report.pdf

Mike,

This email seems to be about Paravant in Afghanistan, we (MPRI) do not have anyone nor have requested anyone to be armed in Afghanistan under WFF. In Iraq our WFF team is armed and has been before they moved to WFF. Per your request, I asked our Program Manager in Iraq for what documentation we use and below is the response with attachments.

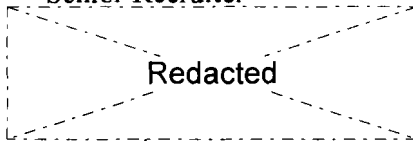
"CENTCOM does not give blanket approval for MPRI employees to carry weapons, only for individuals. To get this approval, each individual's arming packet needs to contain a number of items - a contract authorizing weapons, a SPOT LOA authorizing weapons, a certification that the employee has never been convicted of a felony or domestic abuse, a certification that the employee has been briefed on the Rules of Force (RUF) and other mandatory training, and a weapons qualification card for the weapons being carried. Please note that the a requirement PRIOR TO gaining this approval is a SPOT LOA.

I am sending you a copy of our most recent Red/Green Report, which is sent to the Arming Office at MNF-I at the beginning of each month after being signed by the CAATT Chief of Staff. Due to bandwidth limitations at CAATT HQ, they can only send one sheet back .pdf, so the report is the excel spread sheet and the .pdf file merely shows that the Chief of Staff has reviewed the full document. The Red side shows those personnel who have left the contract and who will be deleted from their arming database. The Green tab shows those currently authorized to be armed. This should meet the requirement, but I reemphasize that there is no blanket arming authorization - we have to apply for each one for the individual - and that the SPOT LOA with "Arming Authorized" is a prerequisite to applying for the permit from MNF-I (CENTCOM's arming POC in Iraq)."

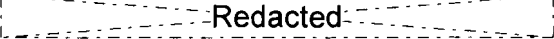
Please let me know what else I can provided, MPRI employees are in compliance with all regulations and policies in regards to being armed in Iraq.

v/r

Bob Meyle
MPRI, an L-3 Division
Senior Recruiter




-----Original Message-----

From: Michael David Brown; 
Sent: Tuesday, January 06, 2009 1:29 PM
To: Meyle, Robert @ MPRI-HQS
Cc: Liz Owen; Lekessa Feagen
Subject: Fw: Need Approval from CENTCOM for weapons authorization in SPOT (UNCLASSIFIED)

Bob,
Please send Liz Owen a copy of the CENTCOM memo authorizing MPRI employees to carry weapons in Iraq as soon as you can.
V/r
Mike

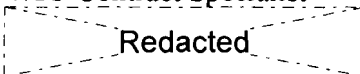
----- Original Message -----

From: "Owen, Elizabeth"; 
Sent: 01/06/2009 01:04 PM EST
To: Michael Brown; Lekessa Feagen; Phillip Acree
Subject: FW: Need Approval from CENTCOM for weapons authorization in SPOT (UNCLASSIFIED)

Classification: UNCLASSIFIED
Caveats: NONE

Just making sure you guys got the word that the LOA's I will be approving will not include weapons authorization until CENTCOM approval received.

Liz Owen
WFF Contract Specialist



-----Original Message-----

From: Cruthers, James
Sent: Tuesday, January 06, 2009 8:15 AM
To: Owen, Elizabeth
Subject: Need Approval from CENTCOM for weapons authorization in SPOT

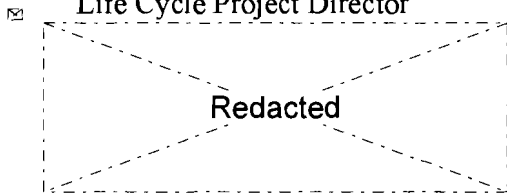
Classification: UNCLASSIFIED
Caveats: NONE

Please see below.

I spoke with Mike Brown and he will pass the word

V/R, Jim

James R. Cruthers (Jim)
PEO STRI, OPS-C
Life Cycle Project Director



-----Original Message-----

From: Christensen, David
Sent: Tuesday, January 06, 2009 7:53 AM
To: Cruthers, James
Cc: Comfort, Linda
Subject: Fw: List of Paravant Employees in Afghanistan (UNCLASSIFIED)

Jim,
Fyi

Dave

A rectangular box with a dashed border and an 'X' inside, containing the word "Redacted".

Sent from my BlackBerry Wireless Handheld

----- Original Message -----

From: Comfort, Linda
To: Christensen, David
Sent: Tue Jan 06 07:46:02 2009
Subject: RE: List of Paravant Employees in Afghanistan (UNCLASSIFIED)

Classification: UNCLASSIFIED
Caveats: NONE

Dave,

Just talked to COL Wakefield, we cannot change the LOA's until he has received approval from CENTCOM/HQDA.

He will e-mail us with the go ahead.

Linda

-----Original Message-----

From: Wakefield, Bradley V USA Col USA CJ7 T&E
[mailto:Bradley.V.Wakefield@] Redacted
Sent: Monday, January 05, 2009 10:07 PM
To: Comfort, Linda
Subject: RE: List of Paravant Employees in Afghanistan (UNCLASSIFIED)

Linda, still do not have CENTCOM/HQDA approval.

V/R
Brad Wakefield
COL, USA
CSTC-A, CJ7
Chief, Training and Education

Redacted

-----Original Message-----

From: Comfort, Linda [] Redacted
Sent: Tuesday, January 06, 2009 2:35 AM
To: Wakefield, Bradley V USA Col USA CJ7 T&E
Subject: FW: List of Paravant Employees in Afghanistan (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

COL Wakefield,

Request your assistance in clarification on the weapons authorization for the Paravant employees in attachment #1.

We will update their LOA's to reflect weapons authorization but need your concurrence from a command standpoint on what is currently authorized in country.

Are the employees authorized to carry a weapon 24/7 or is it during the workday only?

Thank you,
Linda

-----Original Message-----

From: Jasminka H Hadziabdic

Redacted

Sent: Wednesday, December 17, 2008 11:32 AM
To: Comfort, Linda
Cc: William Rebarick
Subject: List of Paravant Employees in Afghanistan

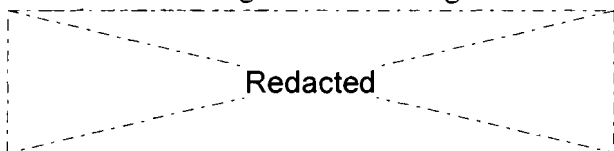
Linda,

Please see the list of Paravant employees whose LOAs need to be revised to reflect the weapons authorization.

Thank you,
J.

Jasminka Hadziabdic-Otton
Operations Manager, OCONUS

Raytheon Technical Services Company
Warrior Training Alliance/Warfighter FOCUS Program



Classification: UNCLASSIFIED
Caveats: NONE

Classification: UNCLASSIFIED
Caveats: NONE

Classification: UNCLASSIFIED
Caveats: NONE

Classification: UNCLASSIFIED
Caveats: NONE

- MONTHLY Civilian Arming Program GREEN and RED Report 31 December 08.xls - Red green report.pdf



U.S. Department of State

CONTRACTOR PAST PERFORMANCE EVALUATION

Contract Information

Contract Number S-AQMPD-05-1098 Dollar Value \$1,200,000,000.00

Contractor Name Blackwater

Division/Contracting Office DS/OPO/HTP and A/LM/AQM

Contract Start Date (mm-dd-yyyy) 07-19-2005 Contract End Date (mm-dd-yyyy) 07-18-2010

Type of Contract (FP, CPFF, TM, etc.) IDIQ with Firm Fixed Price and Cost Reimbursable elements

Type of Award (SBSA/8(a), IFB, Negotiated, Competitive/Noncompetitive) Noncompetitive

Subject of Contract Worldwide Personal Protective Services (WPPS II) Task Order 1 LPMO

Ratings Information

Quality - Numerical Rating (Low 0 - High 5) Narrative: See Attachment	<u>2</u>	Timeliness of Performance - Numerical Rating (Low 0 - High 5) Narrative:	<u>5</u>
Cost Control - Numerical Rating (Low 0 - High 5) Narrative:	<u>4</u>	Customer Satisfaction - Numerical Rating (Low 0 - High 5) Narrative: See Attachment	<u>3</u>
Business Relations - Numerical Rating (Low 0 - High 5) Narrative: See Attachment	<u>3</u>	Would you recommend that the contractor be used again? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Narrative.	

Key Personnel

Name <u>Jim Reese</u>	Title <u>LPMO</u>	Start Date <u>01-08-2008</u> (mm-dd-yyyy)	End Date <u></u> (mm-dd-yyyy)	Rating (0-5)	<u>4</u>
Name <u>Vic Esposito</u>	Title <u>LPMO</u>	Start Date <u></u> (mm-dd-yyyy)	End Date <u>12-13-2008</u> (mm-dd-yyyy)	Rating (0-5)	<u>1</u>
Name <u>Tony Valusek</u>	Title <u>ALSSL</u>	Start Date <u>02-01-2008</u> (mm-dd-yyyy)	End Date <u></u> (mm-dd-yyyy)	Rating (0-5)	<u>4</u>
Name <u>Danielle Esposito (Morrison)</u>	Title <u>ALSSL</u>	Start Date <u></u> (mm-dd-yyyy)	End Date <u>02-01-2008</u> (mm-dd-yyyy)	Rating (0-5)	<u>4</u>

COR/Program Officer Name Paul Isaac 7-1-08 Title HTP Division Chief, COR

Reviews

Contracting Officer Name/Title Kiana Monaghan, Branch Chief / CO

Date Signed (mm-dd-yyyy) 2/3/08 Phone/Fax/E-Mail

Response Information

Date Review Sent (mm-dd-yyyy) Response Date (mm-dd-yyyy) Receive Date (mm-dd-yyyy)

Contractor Review Comments

Respondent Phone/Fax/E-Mail

Reviewed at Level above Contracting Officer? ☐ Yes ☐ No Date (mm-dd-yyyy)

Name/Title Phone/Fax/E-Mail

Comments

For period of performance from July 19, 2007 to July 18, 2008.

CONTRACTOR PAST PERFORMANCE EVALUATION (continuation page)

S-AQMPD-05-D-1098 WPPS II

Task Order 1, Local Program Management Office (LPMO)

Paul Isaac, DS/OPO/HTP Division Chief, COR *Paul Isaac 7-1-08*

Quality / Business Relations / Customer Satisfaction: During the late summer and fall of 2007, actions by Blackwater WPPS management personnel, concerning two task orders, caused the program office to lose confidence in their credibility and management ability. Blackwater management's lack of communication and handling of the two separate incidents disrupted Program Office and Regional Security Office operations. While the Program Office was in the process of requesting the removal of the Local Program Manager, the Director and Deputy Director of WPPS Operations, and two project managers, the personnel in question resigned from the WPPS program.

Recently appointed Blackwater personnel have been making steady progress in restoring confidence in the LPMO and it is expected that the next past performance evaluation will be substantially improved.



DEPARTMENT OF THE ARMY
PROGRAM EXECUTIVE OFFICE
SIMULATION, TRAINING AND INSTRUMENTATION
12350 RESEARCH PARKWAY
ORLANDO, FLORIDA 32826-3276

REF ID: A66666

4200
SFAF-STRI-KOC
28 July 2009

Raytheon Technical Services LLC
ATTN: Mr. Kent Wong
2603 Challenger Parkway, Suite 150
Orlando, FL 32826

Dear Mr. Wong:

Please reference Raytheon Technical Services Company (RTSC) letter dated 11 June 2009, entitled, "RTSC's Response to PLD STRI's Letter of Concern Regarding Paravant Shooting Incident, RTSC letter dated 11 June 2009, entitled, "Contract W900KK-07-D-0001, Task Order 22, CLIN 0015; Corrective Action Plan", and RTSC letter dated 17 July 2009 to Paravant subject, "Notice of Intention to Transition ANA NET Task Order to Successor Subcontractor". Raytheon Technical Services failed to perform Contract No. W900KK-07-D-0001 Task Order 0022 in accordance with the terms and conditions contained therein. Raytheon failed to provide sufficient oversight of its subcontractor, Paravant LLC, on Task Order 0022 as required by the basic Warfighter Focus Contract.

As stated previously in the Government's letter dated 01 June 2009 to RTSC, the failure was a result of non-compliance with DFARS 252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

The Government reviewed RTSC's responses of 11 Jun 2009 to the request for information enabling the Government to determine if your failure to perform arose from causes beyond your control and without fault or negligence on your part. The information provided in your initial response was not satisfactory. Raytheon was aware of the conditions present for performance of work in Afghanistan, was provided a performance based Statement of Work to perform services in support of the Afghan National Army (ANA), and was aware of the terms and conditions which apply to contractor support provided to U.S. Armed Forces deployed outside of the United States. RTSC accepted and performed work under this Task Order, CLIN 0015, in support of ANA with the resources awarded for the effort. It, as stated in your letter, the "limited PMO resources" presented unto risk to performance of this work, RTSC should not have accepted the work and performed it.

In addition, the information concerning Col. Wakefield is irrelevant. RTSC did not follow the proper procedure spelled out in the DFARS clauses embedded in their competitively awarded Warfighter FOCUS contract. Basic FAR/DFARS and contracting principals apply. Col

TAB 30

Wakefield did not have the authority to change terms and conditions of your contract. In accordance with FAR 1.602, the Contracting Officer has the sole responsibility for obligating the Government and/or changing the terms and conditions in any contract.

The Government also requested a "Verifiable Corrective Action Plan" from RTSC. The responses of 11 Jul 2009 essentially restated the basic requirements already contained in the contract. Your communication to PEO STRI and letter to Paravant both of 17 Jul 2009 regarding the transition of the ANA NET Task Order to a successor subcontractor does present an acceptable recovery plan to continue to perform without future occurrences and without additional cost to the Government. PEO STRI reserves the right, however, to take any necessary action that may be required when the results of the 15-6 and/or Department of Justice investigation(s) become available.

Should you have any questions or wish to discuss the above, please contact the undersigned at steven.ograyensek@us.army.mil. (407) 380-8093.

Sincerely,



STEVEN M. OGRAYENSEK
Contracting Officer

**Employer's First Report of Injury
or Occupational Illness**
 (See instructions on reverse - Leave Items 1 and 2 blank)

U.S. Department of Labor
 Employment Standards Administration
 Office of Workers' Compensation Programs


OMB No. 1215-0031

New York

1. OWCP No.		2. Carrier's No.		3. Date and Time of Accident (mm/dd/yyyy) * (hh:mm am/pm) 12/09/2008	
4. Name of Injured/Deceased Employee (Type or print - first, M.I., last) First Name * M.I. Last Name * SONNY J STILLITANO				5. Employee's Address (No., street, city, state, ZIP, country) *	
6. Injury is Reported Under the Following Act (Mark one) A <input type="checkbox"/> Longshore and Harbor Workers Compensation Act B <input checked="" type="checkbox"/> Defense Base Act C <input type="checkbox"/> Nonappropriated Fund Instrumentalities Act D <input type="checkbox"/> Outer Continental Shelf Lands Act		7. Indicate Where Injury Occurred (Longshore Act only) (Mark one) A <input type="checkbox"/> Aboard Vessel or Over Navigable Waters B <input type="checkbox"/> Pier/Wharf C <input type="checkbox"/> Dry Dock D <input type="checkbox"/> Marine Terminal E <input type="checkbox"/> Building Way F <input type="checkbox"/> Marine Railway G <input type="checkbox"/> Other Adjoining Area		8. Sex * <input checked="" type="checkbox"/> M <input type="checkbox"/> F	
				9. Date of Birth (mm/dd/yyyy) *	
				10. Social Security No. (Required by Law) *	
				11. Did Injury Cause Death? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - If yes, skip to 16	
				12. Did Injury Cause Loss of Time Beyond Day or Shift of Accident? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
				13. Date and Hour Employee First Lost Time Because of Injury Date (mm/dd/yyyy) Time (hh:mm am/pm)	
14. Did Employee Stop Work Immediately? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		15. Date & hour empl returned to work (mm/dd/yyyy) (hh:mm am/pm)		16. Was Employee Doing Usual Work When Injured/Killed? (if no, explain in Item 26) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
17. Did Injury/Death Occur on Employer's Premises? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		18. Dept. in Which Employee Normally Works(ed) NON CNTPO		19. Occupation PSS	
20. Date and Hour Pay Stopped (mm/dd/yyyy) (hh:mm am/pm)		21. Which Days Usually Worked Per Week? (Mark (X) days) S M T W T F S <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>		22. Date employer or foreman first knew of accident. (mm/dd/yyyy) * (hh:mm am/pm) 12/09/2008	
23. Wages or Earnings (include overtime, allowances, etc.) a. Hourly b. Daily \$388.00 c. Weekly d. Yearly		24. Exact Place Where Accident Occurred (See instructions on reverse). This item should specify area if accident was in maritime employment and occurred in area adjoining navigable waters. * DUBBS, AFGHANISTAN		25. How was Knowledge of Accident or Occupational Illness Gained? REPORTED INJURY TO SUPERVISOR.	
26. Describe in full how the accident occurred (Relate the events which resulted in the injury or occupational disease. Tell what the injured was doing at the time of the accident. Tell what happened and how it happened. Name any objects or substances involved and tell how they were involved. Give full details on all factors which led or contributed to the accident.) WHILE DEPLOYED ON A GOVERNMENT CONTRACT, MR. STILLITANO WAS STRUCK IN THE HEAD BY A ROUND THAT WAS ACCIDENTALLY DISCHARGED FROM A TEAM MEMBER'S WEAPON DURING A TRAINING EXERCISE.					
27. Nature of Injury (Name part of body affected - fractured left leg, bruised right thumb, etc.) If there was amputation of a member of the body, describe. AS A RESULT, MR. STILLITANO SUSTAINED A GUNSHOT WOUND TO THE HEAD, INITIALLY THOUGHT TO HAVE ONLY GRAZED HIS HEAD, HOWEVER, UPON FURTHER MEDICAL EVALUATION, IT WAS DETERMINED THAT HE HAD FRAGMENTS LODGED IN HIS BRAIN AND PARTIAL PARALYSIS TO THE LEFT SIDE OF HIS BODY. WAS TRANSFERRED TO LANSTHUL GERMANY. FRAGMENTS HAVE BEEN REMOVED AND VITAL SIGNS ARE GOOD. HE IS COHERENT.					
28. Has Medical Attention Been Authorized? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		29. Enter Date of Authorization (mm/dd/yyyy) 12/09/2008		30. Was First Treating Physician Chosen by Employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
				31. Has Insurance Carrier Been Notified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Name		Address - Enter Number, Street, City, State, ZIP Code			
32. Physician					
33. Hospital					
34. Insurance Carrier *		NEW YORK, NY			
35. Employer *		MOYOCK, NC			
36. Employer's Business		SECURITY SERVICES			
		37. Signature of Person Authorized to Sign for Employer			
38. Official Title of Person Signing This Report *		Name of Person Signing This Report *		39. Date of This Report (mm/dd/yyyy)	
CLAIMS ADMINISTRATOR		KRISTIE L. COLE		09/15/2009	

Form LS-202
Rev. Oct. 1998

Go to Form

This report is to be filed in duplicate with the District Director in the appropriate district office of the Office of Workers' Compensation Programs and is required by 33 U.S.C. 930(a). File form within 10 days from the date of injury or death or from the date the employer first has knowledge of an injury or death. Under the law all medical treatment and compensation must be furnished by the employer or its insurance company. Treatment must be by a physician chosen by the employee.

unless the physician is on a list of physicians currently not authorized by the Department of Labor to render medical care under the Act. Compensation payments become due and are payable on the 14th day after the employer first has knowledge of the injury or death. Penalties may be charged for failure to comply with provisions of the law. The information will be used to determine entitlement to benefits. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

REPORTABLE INJURY – Any accidental injury which causes loss of one or more shifts of work or death allegedly arising out of and in the course of employment, including any occupational disease or infection believed or alleged to have arisen naturally out of such employment, or as a natural or unavoidable result from an accidental injury. If the employer controverts the right to compensation it must also file a notice of controversion with the District Director within 14 days after it has knowledge of the alleged injury or death.

< Item 6 – A. Longshore and Harbor Workers' Compensation Act covers employees injured while engaged in maritime employment upon the navigable waters of the United States (including any adjoining pier, wharf, dry dock, terminal, building way, marine railway, or other adjoining area customarily used by an employer in loading, unloading, repairing, or building a vessel); - employees injured upon the navigable waters of the United States and other described areas who at the time of injury were engaged in maritime employment and are not otherwise specifically excluded under the Act (33 U.S.C. 902).

B. Defense Base Act covers any employment (1) at military, air, and naval bases acquired by the United States from foreign countries; (2) on lands occupied or used by the United States for military or naval purposes outside the continental limits of the United States; (3) upon any public work in any Territory or possession outside the continental United States under a contract of a contractor with the United States; (4) under a contract entered into with the United States where such contract is to be performed outside the continental United States and at places not within the areas described in (1), (2), and (3) above for the purpose of engaging in public work; (5) under certain contracts approved and financed by the United States under the Mutual Security Act of 1954, as amended; and (6) in the service of American employers providing welfare or similar services for the benefit of the Armed Forces outside the Continental United States.

C. Nonappropriated Fund Instrumentalities Act covers employees of nonappropriated fund instrumentalities of the Armed forces, e.g., post exchanges, motion picture service, etc.

D. Outer Continental Shelf Lands Act covers employees of private employers engaged in operations conducted on the Outer Continental Shelf for the purpose of exploring for, developing, removing, or transporting by pipeline the natural resources of submerged lands.

NOTE: FILING THIS FORM DOES NOT CONSTITUTE AN ADMISSION OF LIABILITY UNDER THE COMPENSATION ACT. Any employer, insurance carrier, or self-insured employer who knowingly and willfully fails to submit this report when required or knowingly or willfully makes a false statement or misrepresentation in this report shall be subject to a civil penalty not to exceed \$10,000 for each such failure, refusal, false statement, or misrepresentation. [33 U.S.C.930(e)] This report shall not be evidence of any fact stated herein in any proceeding in respect to any such injury or death on account of which the report is made. [33 U.S.C. 930(c)]

< Item 24 – "Exact place where accident occurred" requires the nearest street address, city and town. In addition -

- If on a vessel,
Give place on vessel where injury happened (Deck, hold, tweendeck, engine room, etc.) Name of vessel
- If either on an adjoining pier, wharf, dry dock, terminal building way, marine railway, or other area customarily used in loading, unloading, repairing, or building a vessel

Name or number of pier, dry dock, marine railway, etc.
Name of the terminal or shipyard
Nearest street address – City and State
- If on a military or Defense Base,

Give exact place on base where injury happened
Name of base
Location of base – town or country
- If on the Outer Continental Shelf,

Give drilling site and block number
Area name (e.g. West Delta Area)
Federal Lease Number, State Lease Number
Distance from and name of nearest land,
name of State

Public Burden Statement

We estimate that it will take an average of 15 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the U. S. Department of Labor, Division of Longshore and Harbor Workers Compensation, 200 Constitution Avenue, N.W., Room C-4315, Washington, D.C. 20210. **DO NOT SEND THE COMPLETED FORM TO THIS OFFICE**

Tracking a Blackwater AK-47 from Bunker 22

Sept 20, 2008

Blackwater signs out 211 AK-47s from Bunker 22 under the Blackwater Counter Narcotics Training Unit program; one AK-47 has serial number 18010491



Dec 7, 2008

Blackwater's armorer issues AK-47s to Paravant Program Manager, including AK-47 #18010491



March 1, 2009

Blackwater inventory shows AK-47 #18010491 assigned to Paravant Deputy Program Manager Jose Trevino (pictured)



June 3, 2009

Blackwater certifies that it has returned all Bunker 22 weapons used by Paravant, **but...**



December-January

Committee staff inquire about hundreds of weapons Blackwater acquired from Bunker 22



January 25, 2010

Blackwater returns 390 weapons to Afghan government, including AK-47 #18010491

